

Phone: 569-9317  
Hiring Hall: 569-9398

Meets Every Fourth Thursday  
at 8:00 P.M.



# BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS LOCAL NO. 70 OF ALAMEDA COUNTY

70 HEGENBERGER RD. • OAKLAND, CALIF. 94621

November 11, 1970

Gentlemen:

As you know, Teamsters Union, Local 70, does not recognize the National Master Freight Agreement or any Supplement since none has been signed and this Local Union has not authorized anyone to sign on its behalf.

We are proceeding with these grievances so as not to jeopardize the interests of individuals, with the understanding stated in the first paragraph of this letter.

Yours very truly,

*A. N. Leishman*  
A. N. Leishman, Secretary-Treas.

*James R. Muniz*  
James R. Muniz, President

ANL:JRM:cp

open-29

*Case heard at  
Main Comtee.  
Case returned to  
Parties for  
settlement  
No fee for  
Union*

OAKLAND, CALIF., November 10th 1970

GENERAL FUND CHECK No 33589

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY

**BONDED CHECK 25 DOLS 00 CTS**

DOLLARS \$ 25.00

TO ORDER OF JOINT WESTERN AREA COMMITTEE

c/o Western Master Freight Division

BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70

*James R. Muniz*  
PRESIDENT

*A. N. Leishman*  
TREASURER

1211 1454 0345 02700 72

DETACH STATEMENT BEFORE DEPOSITING

BROTHERHOOD OF TEAMSTERS  
LOCAL No. 70  
OAKLAND, CALIFORNIA

DO NOT CHANGE OR ALTER

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Main Committee hearing 11-70-5591 Western Gillette		25.00



Phone: 569-9317  
Hiring Hall: 569-9398

Meets Every Fourth Thursday  
at 8:00 P.M.



# BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS LOCAL NO. 70 OF ALAMEDA COUNTY

70 HEGENBERGER RD. • OAKLAND, CALIF. 94621

November 11, 1970

Gentlemen:

As you know, Teamsters Union, Local 70, does not recognize the National Master Freight Agreement or any Supplement since none has been signed and this Local Union has not authorized anyone to sign on its behalf.

We are proceeding with these grievances so as not to jeopardize the interests of individuals, with the understanding stated in the first paragraph of this letter.

Yours very truly,

*A. N. Leishman*  
A. N. Leishman, Secretary-Treas.

*James R. Muniz*  
James R. Muniz, President

ANL:JRM:cp

open-29

*Part of pilot case on  
sign leave (PSE)  
No fee  
(Union claim denied)*

OAKLAND, CALIF., November 10th 1970

GENERAL FUND CHECK N° 33588

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY

**BONDED CHECK 25 DOLS 00 CTS**

DOLLARS \$ 25.00

TO ORDER OF JOINT WESTERN AREA COMMITTEE

c/o Western Master Freight Division

BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70

*James R. Muniz*  
BY *James R. Muniz*  
PRESIDENT

*A. N. Leishman*  
BY *A. N. Leishman*  
TREASURER

⑆1211⑆1454⑆0145⑆02700⑆72

DETACH STATEMENT BEFORE DEPOSITING

BROTHERHOOD OF TEAMSTERS  
LOCAL No. 70  
OAKLAND, CALIFORNIA

DO NOT CHANGE OR ALTER

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee Consolidated Fwy-5-O-LD 5499 88-70-5493		25.00



Phone: 569-9317  
Hiring Hall: 569-9398

Meets Every Fourth Thursday  
at 8:00 P.M.



# BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS LOCAL NO. 70 OF ALAMEDA COUNTY

70 HEGENBERGER RD. • OAKLAND, CALIF. 94621

November 11, 1970

Gentlemen:

As you know, Teamsters Union, Local 70, does not recognize the National Master Freight Agreement or any Supplement since none has been signed and this Local Union has not authorized anyone to sign on its behalf.

We are proceeding with these grievances so as not to jeopardize the interests of individuals, with the understanding stated in the first paragraph of this letter.

Yours very truly,

*A. N. Leishman*  
A. N. Leishman, Secretary-Treas.

*James R. Muniz*  
James R. Muniz, President

ANL:JRM:cp

opeu-29

*See  
Part of Pilot Case on  
Sick Leave (P19)  
(Union Claim  
denied)*

OAKLAND, CALIF., November 10th 1970

GENERAL FUND CHECK N° 33587

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY

**BONDED CHECK 25 DOLS 00 CTS**

DOLLARS \$ 25.00

TO ORDER OF JOINT WESTERN AREA COMMITTEE

c/o Western Master Freight Division

BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70

*James R. Muniz*  
PRESIDENT

*A. N. Leishman*  
TREASURER

⑆1211⑆1454⑆0345⑆02700⑆ 72

DETACH STATEMENT BEFORE DEPOSITING

BROTHERHOOD OF TEAMSTERS  
LOCAL No. 70  
OAKLAND, CALIFORNIA

DO NOT CHANGE OR ALTER

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-Garrett-5-0-LD 5466 8-70-5494		25.00



Phone: 569-9317  
Hiring Hall: 569-9398

Meets Every Fourth Thursday  
at 8:00 P.M.



# BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS LOCAL NO. 70 OF ALAMEDA COUNTY

70 HEGENBERGER RD. • OAKLAND, CALIF. 94621

November 11, 1970

Gentlemen:

As you know, Teamsters Union, Local 70, does not recognize the National Master Freight Agreement or any Supplement since none has been signed and this Local Union has not authorized anyone to sign on its behalf.

We are proceeding with these grievances so as not to jeopardize the interests of individuals, with the understanding stated in the first paragraph of this letter.

Yours very truly,

*A. N. Leishman*  
A. N. Leishman, Secretary-Treas.

*James R. Muniz*  
James R. Muniz, President

ANL:JRM:cp

*Union lost.  
Union to pay.  
ck. left in  
jacket*

OAKLAND, CALIF., November 10th, 1970

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

GENERAL FUND CHECK N° 33586

BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY **BONDED CHECK 25 DOLS 00 CTS**

DOLLARS \$ 25.00

TO ORDER OF JOINT WESTERN AREA COMMITTEE

c/o Western Master Freight Division

BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70

*James R. Muniz*  
PRESIDENT

*A. N. Leishman*  
TREASURER

11211 1454 0345 02700 72

DETACH STATEMENT BEFORE DEPOSITING

BROTHERHOOD OF TEAMSTERS  
LOCAL No. 70  
OAKLAND, CALIFORNIA

DO NOT CHANGE OR ALTER

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-I.M. L.-6-O-LD 5552 8-70-5495		25.00

*Paid 25.00*



Phone: 569-9317  
Hiring Hall: 569-9398

Meets Every Fourth Thursday  
at 8:00 P.M.



# BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS LOCAL NO. 70 OF ALAMEDA COUNTY

70 HEGENBERGER RD. • OAKLAND, CALIF. 94621

November 11, 1970

Gentlemen:

As you know, Teamsters Union, Local 70, does not recognize the National Master Freight Agreement or any Supplement since none has been signed and this Local Union has not authorized anyone to sign on its behalf.

We are proceeding with these grievances so as not to jeopardize the interests of individuals, with the understanding stated in the first paragraph of this letter.

Yours very truly,

*A. N. Leishman*  
A. N. Leishman, Secretary-Treas.

*James R. Muniz*  
James R. Muniz, President

ANL:JRM:cp

open-29

*Part of  
first case on  
have CP 14  
no fee  
(Union's claim  
denied)*

OAKLAND, CALIF., November 10th, 1970

GENERAL FUND CHECK N° 33585

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY

**BONDED CHECK 25 DOLS 00 CTS**

DOLLARS \$ 25.00

TO ORDER OF **JOINT WESTERN AREA COMMITTEE**

c/o Western Master Freight Division

BY

*James R. Muniz*  
PRESIDENT

BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70

BY

*A. N. Leishman*  
TREASURER

1211 1454 0345 02700 72

DETACH STATEMENT BEFORE DEPOSITING

BROTHERHOOD OF TEAMSTERS  
LOCAL No. 70  
OAKLAND, CALIFORNIA

DO NOT CHANGE OR ALTER

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-I.M.L.-5-O-LD 5448 8-70-5496		25.00



Phone: 569-9317  
Hiring Hall: 569-9398

Meets Every Fourth Thursday  
at 8:00 P.M.



**BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS**  
**LOCAL NO. 70 OF ALAMEDA COUNTY**

70 HEGENBERGER RD. • OAKLAND, CALIF. 94621

November 11, 1970

Gentlemen:

As you know, Teamsters Union, Local 70, does not recognize the National Master Freight Agreement or any Supplement since none has been signed and this Local Union has not authorized anyone to sign on its behalf.

We are proceeding with these grievances so as not to jeopardize the interests of individuals, with the understanding stated in the first paragraph of this letter.

Yours very truly,

*A. N. Leishman*  
A. N. Leishman, Secretary-Treas.

*James R. Muniz*  
James R. Muniz, President

ANL:JRM:cp

open-29

*S/w  
no fee*

OAKLAND, CALIF., November 10th, 1970

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

**GENERAL FUND** CHECK N<sup>o</sup> 33584

**BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS**  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY

**BONDED CHECK 25 DOLS 00 CTS**

DOLLARS \$ 25.00

TO ORDER OF **JOINT WESTERN ARE COMMITTEE**

c/o Western Master Freight Division

**BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70**

BY

*James R. Muniz*  
PRESIDENT

BY

*A. N. Leishman*  
TREASURER

⑆1211⑆1454⑆0349⑆02700⑆72

DETACH STATEMENT BEFORE DEPOSITING

**BROTHERHOOD OF TEAMSTERS**  
LOCAL No. 70  
OAKLAND, CALIFORNIA

**DO NOT CHANGE OR ALTER**

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-P.I.E.-5-O-LD 5512 8-70-5497		25.00



Lorraine

11/13/70

6-0-LD 5594 / 8-70-5499 Peters - CTA to  
return CK # 33583 as Claim  
of the Union upheld.

Let me know when it is rec'd.



Phone: 569-9317  
Hiring Hall: 569-9398

Meets Every Fourth Thursday  
at 8:00 P.M.



# BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS LOCAL NO. 70 OF ALAMEDA COUNTY

70 HEGENBERGER RD. • OAKLAND, CALIF. 94621

November 11, 1970

Gentlemen:

As you know, Teamsters Union, Local 70, does not recognize the National Master Freight Agreement or any Supplement since none has been signed and this Local Union has not authorized anyone to sign on its behalf.

We are proceeding with these grievances so as not to jeopardize the interests of individuals, with the understanding stated in the first paragraph of this letter.

Yours very truly,

*A. N. Leishman*  
A. N. Leishman, Secretary-Treas.

*James R. Muniz*  
James R. Muniz, President

*Union won  
ck in jacket  
& be returned  
to Union*

ANL:JRM:cp  
opeu-29

OAKLAND, CALIF., November 10th 1970

GENERAL FUND CHECK N<sup>o</sup> 33583

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY

**BONDED CHECK 25 DOLS 00 CTS**

DOLLARS \$ 25.00

TO ORDER OF JOINT WESTERN AREA COMMITTEE

c/o Western Master Freight Division

BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70

BY

PRESIDENT

BY

TREASURER

11211 1454 0345 02700 72

DETACH STATEMENT BEFORE DEPOSITING

BROTHERHOOD OF TEAMSTERS  
LOCAL No. 70  
OAKLAND, CALIFORNIA

DO NOT CHANGE OR ALTER

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-Peters Truck Lines-6-0-LD 5594 8-70-5499 <i>to be returned from CTA as ck left in jacket</i>		25.00



Phone: 569-9317  
Hiring Hall: 569-9398

Meets Every Fourth Thursday  
at 8:00 P.M.



# BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS LOCAL NO. 70 OF ALAMEDA COUNTY

70 HEGENBERGER RD. • OAKLAND, CALIF. 94621

November 11, 1970

Gentlemen:

As you know, Teamsters Union, Local 70, does not recognize the National Master Freight Agreement or any Supplement since none has been signed and this Local Union has not authorized anyone to sign on its behalf.

We are proceeding with these grievances so as not to jeopardize the interests of individuals, with the understanding stated in the first paragraph of this letter.

Yours very truly,

*A. N. Leishman*  
A. N. Leishman, Secretary-Treas.

*James R. Muniz*  
James R. Muniz, President

ANL:JRM:cp

*Union lost error  
Union paid  
ck in jacket*

OAKLAND, CALIF., November 10th 1970

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

**GENERAL FUND** CHECK N° 33582  
BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY

**BONDED CHECK 25 DOLS 00 CTS**

DOLLARS \$ 25.00

TO ORDER OF **JOINT WESTERN AREA COMMITTEE**

c/o Western Master Freight Division

BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70

BY

*James R. Muniz*  
PRESIDENT

BY

*A. N. Leishman*  
TREASURER

⑆1211⑆1454⑆0345⑆02700⑆ 72

DETACH STATEMENT BEFORE DEPOSITING

BROTHERHOOD OF TEAMSTERS  
LOCAL NO. 70  
OAKLAND, CALIFORNIA

DO NOT CHANGE OR ALTER

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-Peters Truck Lines-5-0-LD 5462 8-70-5500		25.00

*Paid for*



Phone: 569-9317  
Hiring Hall: 569-9398

Meets Every Fourth Thursday  
at 8:00 P.M.



# BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS LOCAL NO. 70 OF ALAMEDA COUNTY

70 HEGENBERGER RD. • OAKLAND, CALIF. 94621

November 11, 1970

Gentlemen:

As you know, Teamsters Union, Local 70, does not recognize the National Master Freight Agreement or any Supplement since none has been signed and this Local Union has not authorized anyone to sign on its behalf.

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Yours very truly,

*A. N. Leishman*  
A. N. Leishman, Secretary-Treas.

*James R. Muniz*  
James R. Muniz, President

ANL:JRM:cp

open-29

*No fee  
Part of pilot case on  
pick leave (P 19)  
(Union claim denied)*

OAKLAND, CALIF., November 10th 1970

GENERAL FUND CHECK N° 33581

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY

**BONDED CHECK 25 DOLS 00 CTS**

DOLLARS \$ 25.00

TO  
ORDER OF

JOINT WESTERN AREA COMMITTEE

c/o Western Master Freight Division

BY

*James R. Muniz*  
PRESIDENT

BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70

BY

*A. N. Leishman*  
TREASURER

⑆1211⑆1454⑆0345⑆02700⑆72

DETACH STATEMENT BEFORE DEPOSITING

BROTHERHOOD OF TEAMSTERS  
LOCAL No. 70  
OAKLAND, CALIFORNIA

DO NOT CHANGE OR ALTER

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-Security Transp. 5-O-LD 5467 8-70-5501		25.00



Lorraine 11-13-70

10-0-LP 5836

11-70-5651

Delta - CTA to return  
ck issued 10-16-70 as Claim  
of Union upheld. (Ck # 33580  
voided dated 11-10-70) as 2 checks  
were issued.

Cathy  
Let Cathy know when it is rec'd.







Phone: 569-9317  
Hiring Hall: 569-9398

Meets Every Fourth Thursday  
at 8:00 P.M.



# BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS LOCAL NO. 70 OF ALAMEDA COUNTY

70 HEGENBERGER RD. • OAKLAND, CALIF. 94621

November 11, 1970

Gentlemen:

As you know, Teamsters Union, Local 70, does not recognize the National Master Freight Agreement or any Supplement since none has been signed and this Local Union has not authorized anyone to sign on its behalf.

We are proceeding with these grievances so as not to jeopardize the interests of individuals, with the understanding stated in the first paragraph of this letter.

Yours very truly,

*A. N. Leishman*  
A. N. Leishman, Secretary-Treas.

*James R. Muniz*  
James R. Muniz, President

*Chair of the Union upheld  
Employer to pay  
for  
check issued  
10/16 to be  
returned.*

ANL:JRM:cp  
opeu-29

OAKLAND, CALIF., November 10th 1970

GENERAL FUND CHECK No 33580

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY BONDED CHECK 25 DOLS 00 CTS DOLLARS \$ 25.00

TO ORDER OF JOINT WESTERN AREA COMMITTEE

c/o Western Master Freight Division

BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70

BY *James R. Muniz*  
PRESIDENT

BY *A. N. Leishman*  
TREASURER

⑆1211⑆1454⑆0345⑆02700⑆72

DETACH STATEMENT BEFORE DEPOSITING

BROTHERHOOD OF TEAMSTERS  
LOCAL No. 70  
OAKLAND, CALIFORNIA

DO NOT CHANGE OR ALTER

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-Delta Lines-10-0-LD 5836 11-70-5651		25.00



OAKLAND, CALIF., November 13th 1970

GENERAL FUND CHECK N<sup>o</sup> 33629

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

**BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS**  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY **BONDED CHECK 12 DOLS 50 CTS** DOLLARS \$ 12.50

TO ORDER OF **JOINT WESTERN AREA COMMITTEE**

c/o Western Master Frght Division

By *[Signature]* PRESIDENT

**BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS, LOCAL NO. 70**

By *[Signature]* TREASURER

⑆1211⑆1454⑆0345⑆02700⑆72

DETACH STATEMENT BEFORE DEPOSITING

**BROTHERHOOD OF TEAMSTERS**  
LOCAL No. 70  
OAKLAND, CALIFORNIA

**DO NOT CHANGE OR ALTER**

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-13-70	Local 70's half of grievance - 11-70-5602 SL 253 - Sea Land		12.50

*for split with  
Co. hand  
case hand  
but 5/w  
pd for 12.50*



Phone: 569-9317  
Hiring Hall: 569-9398

Meets Every Fourth Thursday  
at 8:00 P.M.



# BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS LOCAL NO. 70 OF ALAMEDA COUNTY

70 HEGENBERGER RD. • OAKLAND, CALIF. 94621

November 11, 1970

Gentlemen:

As you know, Teamsters Union, Local 70, does not recognize the National Master Freight Agreement or any Supplement since none has been signed and this Local Union has not authorized anyone to sign on its behalf.

We are proceeding with these grievances so as not to jeopardize the interests of individuals, with the understanding stated in the first paragraph of this letter.

Yours very truly,

*A. N. Leishman*  
A. N. Leishman, Secretary-Treas.

*James R. Muniz*  
James R. Muniz, President

ANL:JRM:cp  
oneu-29

#LD 5692 } hand  
5693 } as one

*Ente ruling  
that claim  
union upheld  
but no fee to  
either party*

OAKLAND, CALIF., November 10th 1970

GENERAL FUND CHECK N<sup>o</sup> 33579

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY

**BONDED CHECK 25 DOLS 00 CTS**

DOLLARS \$ 25.00

TO  
ORDER OF

JOINT WESTERN AREA COMMITTEE

c/o Western Master Freight Division

BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70

*James R. Muniz*  
PRESIDENT

*A. N. Leishman*  
TREASURER

1211 1454 0345 02700 72

DETACH STATEMENT BEFORE DEPOSITING

BROTHERHOOD OF TEAMSTERS  
LOCAL No. 70  
OAKLAND, CALIFORNIA

DO NOT CHANGE OR ALTER

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-Lee Way - LD 5692 11-70-5602		25.00



Phone: 569-9317  
Hiring Hall: 569-9398

Meets Every Fourth Thursday  
at 8:00 P.M.



# BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS LOCAL NO. 70 OF ALAMEDA COUNTY

70 HEGENBERGER RD. • OAKLAND, CALIF. 94621

November 11, 1970

Gentlemen:

As you know, Teamsters Union, Local 70, does not recognize the National Master Freight Agreement or any Supplement since none has been signed and this Local Union has not authorized anyone to sign on its behalf.

We are proceeding with these grievances so as not to jeopardize the interests of individuals, with the understanding stated in the first paragraph of this letter.

Yours very truly,

*A. N. Leishman*  
A. N. Leishman, Secretary-Treas.

*James R. Muniz*  
James R. Muniz, President

ANL:JRM:cp  
oneu-29

#LD 5692 } hand  
5693 } as one

*Ente ruling  
that claim  
union upheld  
but no fee to  
either party*

OAKLAND, CALIF., November 10th 1970

GENERAL FUND CHECK N<sup>o</sup> 33579

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY

**BONDED CHECK 25 DOLS 00 CTS**

DOLLARS \$ 25.00

TO ORDER OF JOINT WESTERN AREA COMMITTEE

c/o Western Master Freight Division

BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70

*James R. Muniz*  
PRESIDENT

*A. N. Leishman*  
TREASURER

1211 1454 0345 02700 72

DETACH STATEMENT BEFORE DEPOSITING

BROTHERHOOD OF TEAMSTERS  
LOCAL No. 70  
OAKLAND, CALIFORNIA

DO NOT CHANGE OR ALTER

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-Lee Way - LD 5692 11-70-5602		25.00



Phone: 569-9317  
Hiring Hall: 569-9398

Meets Every Fourth Thursday  
at 8:00 P.M.



# BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS LOCAL NO. 70 OF ALAMEDA COUNTY

70 HEGENBERGER RD. • OAKLAND, CALIF. 94621

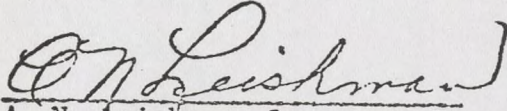
November 11, 1970

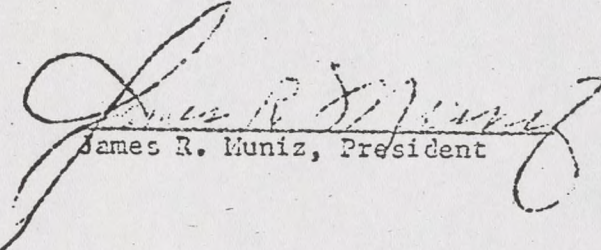
Gentlemen:

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Yours very truly,

  
A. N. Leishman, Secretary-Treas.

  
James R. Muniz, President

ANL:JRM:cp  
opeu-29

11-70-5703  
Iwac # 5703  
S/w = no  
charge.  
ck

OAKLAND, CALIF., November 10th 1970

GENERAL FUND CHECK N° 33577

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY

BONDED CHECK 25 DOLLARS 00 CTS

DOLLARS \$ 25.00

TO  
ORDER OF

JOINT WESTERN AREA COMMITTEE

c/o Western Master Freight Division

BY

PRESIDENT

BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70

BY

TREASURER

⑆1211⑆1454⑆0345⑆02700⑆72

DETACH STATEMENT BEFORE DEPOSITING

BROTHERHOOD OF TEAMSTERS  
LOCAL No. 70  
OAKLAND, CALIFORNIA

DO NOT CHANGE OR ALTER

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-Bigge-LB 5705 11-70-5703		25.00



Phone: 569-9317  
Hiring Hall: 569-9398

Meets Every Fourth Thursday  
at 8:00 P.M.



BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS  
LOCAL NO. 70 OF ALAMEDA COUNTY  
70 HEGENBERGER RD. • OAKLAND, CALIF. 94621

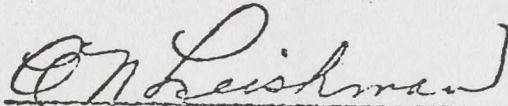
November 11, 1970

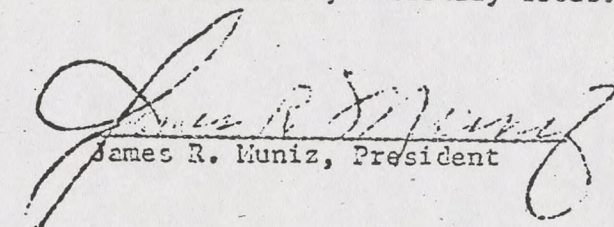
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Yours very truly,

  
A. N. Leishman, Secretary-Treas.

  
James R. Muniz, President

ANL:JRM:cp

11-10-5704  
JWAC # 5704  
Chairman of Union  
upheld.  
no fee.  
Co. to pay

OAKLAND, CALIF., November 10th 1970

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

GENERAL FUND CHECK N° 33590

BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY

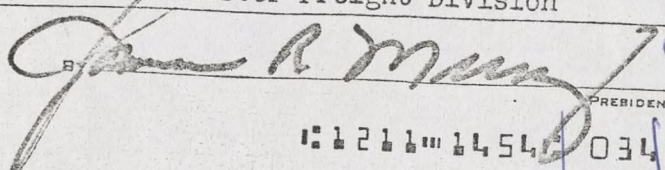
BONDED CHECK 25 DOLS 00 CTS

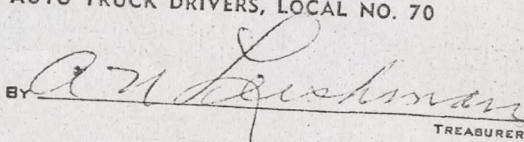
DOLLARS \$ 25.00

TO ORDER OF JOINT WESTERN AREA COMMITTEE

c/o Western Master Freight Division

BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70

  
PRESIDENT

  
TREASURER

⑆1211⑆1454⑆0345⑆02700⑆72

DETACH STATEMENT BEFORE DEPOSITING

BROTHERHOOD OF TEAMSTERS  
LOCAL NO. 70  
OAKLAND, CALIFORNIA

DO NOT CHANGE OR ALTER

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-Transcon-LD 5733		25.00

11-70-5704



LORRAINE

LD 5735

11-13-70

1ML - CTA & return

ck # 33575 as

Claim of Union upheld.

Cheak to be  
voided

Cathy

Let Cathy know when  
it is received.



Phone: 569-9317  
Hiring Hall: 569-9398

Meets Every Fourth Thursday  
at 8:00 P.M.



# BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS LOCAL NO. 70 OF ALAMEDA COUNTY

70 HEGENBERGER RD. • OAKLAND, CALIF. 94621

November 11, 1970

Gentlemen:

As you know, Teamsters Union, Local 70, does not recognize the National Master Freight Agreement or any Supplement since none has been signed and this Local Union has not authorized anyone to sign on its behalf.

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Yours very truly,

*A. N. Leishman*  
A. N. Leishman, Secretary-Treas.

*James R. Muniz*  
James R. Muniz, President

ANL:JRM:cp

open-29

*Chairman of Union  
upheld  
no fee  
by the  
parties.*

*C.T.A.  
Has check  
will return*

OAKLAND, CALIF., November 10th 1970

GENERAL FUND CHECK N° 33575

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY

**BONDED CHECK 25 DOLS 00 CTS**

DOLLARS \$ 25.00

TO ORDER OF JOINT WESTERN AREA COMMITTEE

c/o Western Master Freight Division

BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70

*James R. Muniz*  
PRESIDENT

*A. N. Leishman*  
TREASURER

⑆1211⑆1454⑆0345⑆02700⑆72

DETACH STATEMENT BEFORE DEPOSITING

BROTHERHOOD OF TEAMSTERS  
LOCAL No. 70  
OAKLAND, CALIFORNIA

DO NOT CHANGE OR ALTER

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee - I.M.L. LD 5735 11-70-5705		25.00



Orig. = Gave to Lorraine Hansen to Void

11-13-70

Cherote



OAKLAND, CALIF., November 10th 1970

GENERAL FUND CHECK N° 33580

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

**BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS**  
Local No. 70

70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY **BONDED CHECK 25 DOLLARS 00 CTS**

DOLLARS \$ 25.00

TO ORDER OF JOINT WESTERN AREA COMMITTEE

c/o Western Master Freight Division

**BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70**

BY *James R. M...*  
PRESIDENT

BY *A. K. Lush...*  
TREASURER

⑆1211⑆1454⑆0345⑆02700⑆72

DETACH STATEMENT BEFORE DEPOSITING

**BROTHERHOOD OF TEAMSTERS**  
LOCAL No. 70  
OAKLAND, CALIFORNIA

**DO NOT CHANGE OR ALTER**

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-Delta Lines-10-0-LD 5836  11-70-5651  Void  Check sent 10-16-70		25.00



OAKLAND, CALIF., November 10th 1970

GENERAL FUND CHECK N° 33587

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

**BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS**  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY **BONDED CHECK 25 DOL 50 CTS** DOLLARS \$ 25.00

TO ORDER OF JOINT WESTERN AREA COMMITTEE

c/o Western Master Freight Division

By *James R. Manning*  
PRESIDENT

**BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70**

By *R. H. Kershner*  
TREASURER

⑆1211⑈1454⑆0345⑈02700⑈72

DETACH STATEMENT BEFORE DEPOSITING

**BROTHERHOOD OF TEAMSTERS**  
LOCAL No. 70  
OAKLAND, CALIFORNIA

**DO NOT CHANGE OR ALTER**

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-Garrett-5-O-LD 5466 8-70-5494		25.00
VOID			



OAKLAND, CALIF., November 10th 1970

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

**GENERAL FUND** CHECK N<sup>o</sup> 33581

**BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS**

Local No. 70

70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY **BONDED CHECK 25 DOLS 00 CTS**

DOLLARS \$ 25.00

TO  
ORDER OF **JOINT WESTERN AREA COMMITTEE**

c/o Western Master Freight Division

**BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70**

BY *James R. Ryan*

PREMIER

BY *Robert L. Johnson*

TREASURER

⑆1211⑈1454⑆0315⑈02700⑈72

DETACH STATEMENT BEFORE DEPOSITING

**BROTHERHOOD OF TEAMSTERS**  
LOCAL No. 70  
OAKLAND, CALIFORNIA

**DO NOT CHANGE OR ALTER**

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RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-Security Transp. 5-0-LD 5467 8-70-5501 <i>Void</i>		25.00



OAKLAND, CALIF.,

November 10th 1970

GENERAL FUND

CHECK N<sup>o</sup> 33588FIRST WESTERN BANK  
AND TRUST COMPANY  
Oakland, California

90-1454

1211

BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS  
Local No. 70

70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY

BONDED CHECK 25 DOL 500 CTS

DOLLARS \$ 25.00

TO  
ORDER OF

JOINT WESTERN

AREA COMMITTEE

c/o West.

Master Freight Division

BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70

BY

*James R. Murray*

PRESIDENT

BY

*A. N. Bushman*

TREASURER

⑆1211⑆1454⑆0145⑆02700⑆72

BROTHERHOOD OF TEAMSTERS  
LOCAL No. 70  
OAKLAND, CALIFORNIA

DETACH STATEMENT BEFORE DEPOSITING

DO NOT CHANGE OR ALTER

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-Consolidated Fwy-5-O-LD 5499		25.00

Void



OAKLAND, CALIF., November 10th, 1970

GENERAL FUND CHECK N<sup>o</sup> 33585

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

**BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS**  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY

**BONDED CHECK 25 DOLS 00 CTS**

DOLLARS \$ 25.00

TO  
ORDER OF **JOINT WESTERN AREA COMMITTEE**

c/o Western Master Freight Division

**BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70**

BY

*James R. Murray*  
PRESIDENT

BY

*Charles L. Peterson*  
TREASURER

⑆1211⑆1454⑆0345⑆02700⑆ 72

DETACH STATEMENT BEFORE DEPOSITING

**BROTHERHOOD OF TEAMSTERS**  
LOCAL No. 70  
OAKLAND, CALIFORNIA

**DO NOT CHANGE OR ALTER**

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-I.M.L.-5-0-LD 5448 8-70-5496 <i>VOID</i>		25.00



OAKLAND, CALIF., November 10th 1970

GENERAL FUND CHECK N<sup>o</sup> 33589

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

**BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS**  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY **BONDED CHECK 25 DOLS 00 CTS**

DOLLARS \$ 25.00

TO ORDER OF **JOINT WESTERN AREA COMMITTEE**

c/o Western Master Freight Division

**BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70**

By *James R. M...*  
111  
1211 1454 0345 02700 72

PRESIDENT

By *A. N. ...*  
TREASURER

DETACH STATEMENT BEFORE DEPOSITING

**BROTHERHOOD OF TEAMSTERS**  
LOCAL No. 70  
OAKLAND, CALIFORNIA

**DO NOT CHANGE OR ALTER**

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Main Committee hearing 11-70-5591 Western Gillette <i>void</i>		25.00



OAKLAND, CALIF.,

November 10th 19 70

GENERAL FUND

CHECK N<sup>o</sup> 33590

Montclair Office  
**FIRST WESTERN BANK**  
 AND TRUST COMPANY  
 Oakland, California

90-1454  
 1211

BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS  
 Local No. 70  
 70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY

BONDED CHECK 25 DOLS 00 CTS

DOLLARS \$ 25.00

TO  
ORDER OF

JOINT WESTERN AREA COMMITTEE

c/o Western Master Freight Division

BROTHERHOOD OF TEAMSTERS AND  
 AUTO TRUCK DRIVERS, LOCAL NO. 70

111

By *James R. Murray*  
 PRESIDENT

By *Arthur L. Fishman*  
 TREASURER

⑆1211⑈1454⑈0345⑈02700⑈ 72

DETACH STATEMENT BEFORE DEPOSITING

BROTHERHOOD OF TEAMSTERS  
 LOCAL No. 70  
 OAKLAND, CALIFORNIA

DO NOT CHANGE OR ALTER

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
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 NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-Transcon-LD 5733		25.00
	<i>Void</i>		



OAKLAND, CALIF., November 10th, 19 70

GENERAL FUND CHECK N<sup>o</sup> 33584

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

**BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS**  
Local No. 70

70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY **BONDED CHECK 25 DOLS 00 CTS**

DOLLARS \$ 25.00

TO ORDER OF JOINT WESTERN ARE COMMITTEE

c/o Western Master Freight Division

**BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70**

By *James R. Mun...*

PRESIDENT

By *R. H. Luckman*

TREASURER

⑆1211⑈1454⑆0345⑈02700⑈72

DETACH STATEMENT BEFORE DEPOSITING

**BROTHERHOOD OF TEAMSTERS**  
LOCAL No. 70  
OAKLAND, CALIFORNIA

**DO NOT CHANGE OR ALTER**

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RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-P.I.E.-5-0-LD 5512 8-70-5497 <i>void</i>		25.00



OAKLAND, CALIF., November 10th 19 70

GENERAL FUND CHECK N<sup>o</sup> 33577

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

**BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS**  
Local No. 70

70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY **BONDED CHECK 25 DOLS 00 CTS**

DOLLARS \$ 25.00

TO ORDER OF **JOINT WESTERN AREA COMMITTEE**

c/o Western Master Freight Division

By  111

PRESIDENT

**BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70**

By 

TREASURER

⑆1211⑈1454⑆0345⑈02700⑈72

DETACH STATEMENT BEFORE DEPOSITING

**BROTHERHOOD OF TEAMSTERS**  
LOCAL No. 70  
OAKLAND, CALIFORNIA

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NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-Bigge-LB 5705		25.00
VOID			



OAKLAND, CALIF.,

November 10th 19 70

GENERAL FUND

CHECK N<sup>o</sup> 33579

Montclair Office  
**FIRST WESTERN BANK**  
 AND TRUST COMPANY  
 Oakland, California

90-1454

1211

BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS

Local No. 70

70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY

BONDED CHECK 25 DOLS 00 CTS

DOLLARS \$ 25.00

TO  
ORDER OF

JOINT WESTERN AREA COMMITTEE

c/o Western Master Freight Division

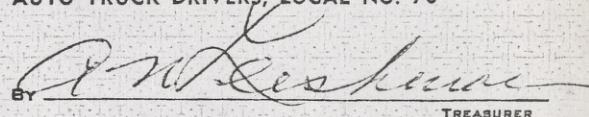
BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70

By



PRESIDENT

By



TREASURER

⑆1211⑆1454⑆0345⑆02700⑆72

DETACH STATEMENT BEFORE DEPOSITING

**BROTHERHOOD OF TEAMSTERS**  
 LOCAL No. 70  
 OAKLAND, CALIFORNIA

DO NOT CHANGE OR ALTER

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 NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-Lee Way - LD 5692		25.00
	<i>Valid</i>		



OAKLAND, CALIF., November 10th 1970

GENERAL FUND CHECK N<sup>o</sup> 33578

Montclair Office  
**FIRST WESTERN BANK**  
AND TRUST COMPANY  
Oakland, California

90-1454  
1211

**BROTHERHOOD OF TEAMSTERS AND AUTO TRUCK DRIVERS**  
Local No. 70  
70 HEGENBERGER ROAD, OAKLAND, CALIFORNIA 94621

PAY **BONDED CHECK 25 DOLS 00 CTS** DOLLARS \$ 25.00

TO  
ORDER OF **JOINT WESTERN AREA COMMITTEE**

c/o Western Master Freight Division

**BROTHERHOOD OF TEAMSTERS AND  
AUTO TRUCK DRIVERS, LOCAL NO. 70**

BY *James R. May*  
PRESIDENT

BY *A. K. Leishman*  
TREASURER

⑆1211⑈1454⑆ 0345⑈02700⑈ 72

DETACH STATEMENT BEFORE DEPOSITING

**BROTHERHOOD OF TEAMSTERS**  
LOCAL No. 70  
OAKLAND, CALIFORNIA

**DO NOT CHANGE OR ALTER**

WHEN DETACHED AND PAID THE ABOVE CHECK BECOMES A  
RECEIPT IN FULL PAYMENT OF THE FOLLOWING ACCOUNT  
NO OTHER RECEIPT NECESSARY

DATE	IN PAYMENT OF	AMOUNT	NET AMOUNT
11-10-70	Joint Council 7 Committee-Lee Way - LD 5693		25.00
VOID			



Payable to: J.W.A.C. to Western Master Freight Division

25<sup>00</sup> checks made for each case ✓

PROPOSED

JOINT WESTERN AREA COMMITTEE AGENDA

NOVEMBER 9 - 10 - 11 - 12 - 13, 1970

DEL WEBB'S TOWNE HOUSE

MARKET at EIGHTH

SAN FRANCISCO, CALIFORNIA

after 11-5/70  
pay 25<sup>00</sup>

MULTI-CONFERENCE CHANGE OF OPERATIONS

MC-CO-15-8/70

Consolidated Freightways

Pages 1 thru 11

MC-CO-26-11/70

Consolidated Freightways

(late filing-rec'd notification by telegram 11-3-70)

CHANGE OF OPERATIONS

11-70-5529 *pp*

Durkee Famous Foods

Page 32

11-70-5539

O. N. C.

" 42

MAIN COMMITTEE

11-70-5591 *O*

Western Gillette

(Art. 6 New Contract re. correcting over-pmt.)

Page 128

*Refused by 6*

JOINT COUNCIL 7 COMMITTEE

2-8-3562

Ringsby

LD 3472 (deadlocked 1/4/68)

Page 189

2-9-4370 *no check*

System 99

LD 4421

(1/9/69)

" 191

5-9-4598 *O*

L.A.S.M.E.

LD 4532

(3/6/69)

" 194

8-9-4801

Navajo

5-9-LD 4638

(5/1/69)

" 195

2-70-5161 *lost*

Transcon

10-9-LD 5030

(11/6/69)

" 197

5-70-5311 *no check*

Wisinger

3-0-LD 5357

(4/2/70)

" 199

8-70-5493 *O*

Consolidated Fwy.

5-0-LD 5499

(5/21/70)

" 201

8-70-5494 *O*

Garrett

5-0-LD 5466

(5/7/70)

" 202

8-70-5495 *25<sup>00</sup>*

I. M. L.

6-0-LD 5552

(6/4/70)

" 203

8-70-5496 *O*

I. M. L.

5-0-LD 5448

(5/7/70)

" 204

8-70-5497 *O*

P. I. E.

5-0-LD 5512

(6/4/70)

" 205

8-70-5498 *O*

P. M. T.

5-0-LD 5490

(5/7/70)

" 206

8-70-5499 *O*

Peters Truck Lines

6-0-LD 5594

(6/18/70)

" 207

8-70-5500 *25<sup>00</sup>*

Peters Truck Lines

5-0-LD 5462

(5/7/70)

" 208

8-70-5501 *O*

Security Transp.

5-0-LD 5467

(5/7/70)

" 209

11-70-5651 *O*

Delta Lines

10-0-LD 5836

(10/15/70)

" 213

late filing

See Lead

money needed

as not in contract

JWAC

11-70-5602

25<sup>00</sup> ck

(with Co. 125<sup>00</sup> ea.)

S/W after hearing

33629

late filing

See Lead

money needed

as not in contract

JWAC

11-70-5602

25<sup>00</sup> ck

(with Co. 125<sup>00</sup> ea.)

S/W after hearing

33629



Deblocked at JC 7 - not shown on gwac  
Agenda 11/70

- LD 5692 - Lee Way	} heard as one 11-70-5702. no fee Committee ruled union right	Void
- LD 5693 - Lee Way		Void
- LB 5705 - Bigge	11-70-5703 - S/W 11/2/70 no fee	Void
- LD 5733 - Tranter	11-70-5704 - Union upheld - no fee	Void
- LD 5735 - IML	11-70-5705 CTA to return Ck # 33575 no fee	Void

Cases will be heard Wednesday 11-11-70.

To be put on as late filings  
as above cases deblocked at  
JC 7 & Local 70 did not  
deposit necessary \$25<sup>00</sup> per  
case with the CTA pending  
the gwac hearing; therefore  
CTA had not filed these  
cases with JWC. However,  
it has been agreed that  
these cases will be put  
on as late filings and will  
be heard Wednesday 11/11/70.  
25<sup>00</sup> check for each case  
to be submitted to the Panel  
at that time.

CS



DEC 4 - 1970

203

CASE #11-70-5591

NOVEMBER 11 1970

10:00 A.M.

WESTERN GILLETTE, and  
LOCAL 70, Oakland, California

MAIN COMMITTEE

## UNION COMMITTEE:

JACK ALEXANDER  
GENE SHEPHERD  
HARRY BATH

## EMPLOYER COMMITTEE:

R. S. McILVENNAN, Chairman  
PAUL JAMES  
TOM DWYER

## APPEARANCES:

DICK SARMENTO appeared on behalf of the union.

LARRY JONES and NORMAN GODBOUT appeared on behalf of  
the employer.

CHAIRMAN McILVENNAN: All right. I believe in this  
case, which involves Western Gillette and Local 70, the company  
is the moving party, filing under Article 6 of the National  
Master Freight Agreement.

Mr. Larry Jones.

MR. JONES: Larry Jones for the company.

This involves an overpayment of vacation pay as a  
result of layoffs that occurred in this specific case, April the  
10th of this year. There's some 25 people involved; possibly  
there's one man on there that's been removed out of the 25.

There's a lot of correspondence concerning this matter,



1 and I will just pick out one of the letters that was written to  
2 all of these people, of which Local 70 has a copy, June 10 1970,  
3 directed to Donald Gomez:

4 "On April the 10th we issued you our check No. 405408  
5 in the amount of \$1,030.18. And now we find that this check  
6 included in error prorated vacation in the net amount of \$364.88.

7 "By this letter we are requesting a refund to us in  
8 the amount of \$364.88 in compliance with Article 6, Section 1,  
9 of the National Master Freight Agreement.

10 "We will be willing to discuss with you personally a  
11 method of repayment of this amount.

12 "Sincerely, Western Gillette, Robert Baca, Office  
13 Manager."

14 A copy to Local 70.

15 There was some clerical errors made in each of these  
16 instances. In my opinion they're all the same. The layoffs were  
17 effected. The original prorated vacation, some of this starts  
18 back in January, was overlooked and the prorated vacation was  
19 duplicated at this time.

20 Now in this particular case, this one man here—I'll  
21 attempt to find the other letter—that he has two separate over-  
22 payments involved which amount to something in excess of a  
23 thousand dollars.

24 As a result of this letter that was written on June the  
25 10th, to my knowledge there was no response. We have no record  
26 of any response to this letter at all.



1           At that time the matter was discussed and there was a  
2 death of one of our employees on the dock. And I have to tell  
3 you this to tell you how, to lead up to this thing, and tell you  
4 how it came about.

5           So the job steward demanded that we pay this man so  
6 many dollars, I'll say, in excess of \$400. He specified an  
7 amount. And this was, I would say, in September.

8           And of course, we got into this matter, and at that  
9 time we discovered that this individual was also involved in the  
10 overpayment, of which this issue is not here. I'm just saying  
11 how it came about. And of course as a result of this, then a  
12 check was made and these other errors were discovered, the  
13 clerical errors that were made earlier.

14           Then a letter was written on September 23rd, certified,  
15 to each of these individuals. And this one that I will read here  
16 was written to Patrick Hosino, 372 Berry Avenue, Hayward,  
17 California:

18                 "Dear Sir:

19                 "We last wrote you on June 10, 1970. In that letter  
20 we discussed an advance over-payment on vacation that was made to  
21 you on April 10, 1970. At this time we are requesting that  
22 Western Gillette, Inc. be reimbursed in the amount of \$93.98.  
23 We have not heard from you as to your intention to comply with  
24 the Company's request made under Article 6 of the National Master  
25 Freight Agreement.

26                 "The above was the result of a clerical error that was



1 just recently detected and we wish to correct this mistake. We  
2 again emphasize the point that the correction will be made under  
3 Article 6, and hope to make the burden of correction as easy as  
4 possible for you. In that respect, the Company offers the  
5 following alternatives:

6 "1. The over-payment can be applied against your 1971  
7 vacation, or

8 "2. The over-payment can be repaid the Company in  
9 equal deductions over a period of weeks, mutually agreed upon  
10 between the parties, or

11 "3. The retroactive wages due you could be credited  
12 to the over-payment amount to reduce that sum. The remainder  
13 then could be applied by using either alternative one or two  
14 above.

15 "The option that you wish to exercise in effecting the  
16 repayment of moneys due this Company, should be indicated on the  
17 attached authorization, signed by you on line 1, 2 or 3, and  
18 returned in the enclosed, self-addressed envelope.

19 "If we do not hear from you by October 7, 1970, we  
20 will exercise in the Company's behalf the first alternative and  
21 charge the over-payment to your 1971 vacation payment to be  
22 received."

23 And that was signed by the terminal manager, Norman  
24 Godbout.

25 And at this point I will rest and let the union  
26 proceed.



1 MR. CROSBY: May I ask a procedural question. How  
2 did this get here in the first place? Was it heard on the State  
3 level?

4 MR. JONES: No.

5 MR. SARMENTO: No.

6 MR. CROSBY: By joint agreement to bring it direct  
7 here?

8 MR. JONES: No.

9 MR. SARMENTO: No.

10 MR. CROSBY: How does it get here—that's what I'd  
11 like to know—so quick? How do you bypass the State level in the  
12 absence of an agreement?

13 MR. BATH: I'm not even sure they can agree, unless it  
14 is an interpretation, to bypass the State level.

15 MR. CROSBY: They might jointly ask to have an  
16 interpretation.

17 CHAIRMAN McILVENNAN: He has filed under Article 6  
18 that provides a request for relief from such error may be filed  
19 in writing with the appropriate Conference Area Committee. And  
20 then the Conference Joint Area Committee may decide whether and  
21 in what manner such terms or conditions, and so forth, for this  
22 error, shall be continued or eliminated. So he has filed under  
23 that, which does go to the area level.

24 MR. SARMENTO: Well, the union feels it is untimely  
25 because under the maintenance of standards, Article 6, he had  
26 90 days to make any corrections.



1 MR. CROSBY: That is an argument that ought to be made  
2 at the State level.

3 MR. SARMENTO: That's right. And I didn't have the  
4 chance because it's filed direct. I didn't file the case; the  
5 company did. They filed it directly to this committee.

6 CHAIRMAN McILVENNAN: Well, he's still, under the  
7 theory that he is following, filed with this committee because  
8 that's where it says you file it. I mean, I just read it.

9 MR. SHEPHERD: It's not the State level; it's this  
10 level.

11 CHAIRMAN McILVENNAN: Right.

12 MR. SARMENTO: What's the time limitation under that  
13 the company have to file or make any corrections?

14 CHAIRMAN McILVENNAN: I guess they filed when they  
15 discovered the error. Is that right?

16 MR. SARMENTO: What time did they file it?

17 MR. JONES: The original correspondence concerning  
18 this—

19 MR. SARMENTO: The filing was made to this committee on  
20 September 23rd and the overpayment was made in April.

21 MR. JONES: Mr. Chairman?

22 CHAIRMAN McILVENNAN: Larry.

23 MR. JONES: I introduced a letter here that was  
24 directed to these individuals on June 10 1970.

25 MR. SARMENTO: The union don't deny that the letter was  
26 sent but it was just a notice notifying the men but no action



1 was taken to the company to any committee at that time. Just a  
2 letter of notification.

3 CHAIRMAN McILVENNAN: Well, let me point this out:  
4 that the employer and the union . . . Well, let me read the whole  
5 section because we will get that point squared away:

6 "It is agreed that the provisions of this section shall  
7 not apply to inadvertent or bona fide errors made by the  
8 Employer or the Union in applying the terms and conditions of  
9 this Agreement if such error is corrected within 90 days from  
10 the date of the error. If not corrected within 90 days, such  
11 better conditions shall remain in effect. However, a request  
12 for relief from such error may be filed in writing with the  
13 appropriate Conference Area Committee."

14 And that is what the company has done. And this does  
15 provide for an automatic relief less than 90 days, and a petition  
16 for relief after 90 days. So this case is properly here.

17 So now we will go on with the union's argument.

18 MR. CROSBY: OK. I question the way you read it but  
19 in essence you're right.

20 CHAIRMAN McILVENNAN: I got Clyde to agree with me  
21 today! I'm in great shape!

22 MR. SARMENTO: The union's argument, when this  
23 notification of overpayment came to the union on the 52nd day,  
24 at that time we met with the company. And I told the terminal  
25 manager, who was the terminal manager at that time, was Jack  
26 Previtt, how to go about in recovering the money. To bring it



1 out here, I guess he was afraid that certain people at the home  
2 office might catch his mistake and he let the thing ride for  
3 this period of time.

4 Today I feel it's unjust of the company to go back and  
5 try to correct a mistake that was told to them how to do it at  
6 the specific time to do it in, to go back and take the money  
7 from the individual employees. Because I don't think any of  
8 them have the money now to repay the company.

9 What the company is doing here now is deducting from  
10 their vacations what's rightfully earned under the new agreement.  
11 Also deducting from the money on the retroactivity that they  
12 rightfully have coming to them that the company refusing to pay  
13 because he stated now that they made their overpayment.

14 So we feel that the company was notified and was told  
15 by the union at that time and had no objections from the  
16 individual employees how to retract the money. We just wanted  
17 them to retract it in small sums. But at that time no action  
18 was taken. The only action was taken was on the letter of June  
19 15th (sic) to the individual employees stating that an overpayment  
20 was made.

21 So we feel that the individuals at this time shouldn't  
22 have to be penalized a vacation or their back retroactive money  
23 to correct a mistake that the company made.

24 I have no objections on the last overpayment—I think  
25 it's October 29th—that they paid the individual, Gomez, because  
26 they did notify him in the following week about the overpayment.



1 Western Gillette had three overpayments in the year  
2 of 1970. I think they had one made in February and they had one  
3 made in April and now they had one made in October. I don't  
4 think it's the responsibility of the men to keep track of the  
5 book work and the burden with the financial difficulty because  
6 the company is not maintaining the books or the payroll correctly.  
7 And to come six months later or nine months later and trying to  
8 get individuals' vacation or retroactivity money to correct the  
9 mistakes that the company makes. So we feel the money should  
10 stay with the individuals.

11 I'll rest there with the right to rebut.

12 CHAIRMAN McILVENNAN: What kind of arrangement did you  
13 offer or work out with the terminal manager?

14 MR. SARMENTO: I told the terminal manager then that  
15 to supply -- I mean, to submit it to the Joint Council grievance,  
16 and that I wanted the case to be heard there so they could get  
17 some type of an arrangement to ease the burden for the employees.  
18 And at that time the terminal manager wouldn't move. The only  
19 thing he moved on was the letter of June 15th (sic).

20 CHAIRMAN McILVENNAN: In other words, you actually did  
21 not want to work something out yourself with the company but you  
22 wanted the committee to set up the pattern?

23 MR. SARMENTO: Right. Because it was untimely at that  
24 time when I found out, it was the 52nd day. But I told the  
25 company then that I would go into grievance and that the only  
26 thing I would like the grievance to do is to set the standards



1 how the individuals was going to pay the money back.

2 But I feel now it's unjust after nine months or eight  
3 months for the company to come in here and try to reclaim the  
4 money, because they had the time and the opportunity to do it.

5 MR. CROSBY: You say you called it to their attention  
6 earlier?

7 MR. SARMENTO: Yes, I did.

8 CHAIRMAN McILVENNAN: Well, I mean, I think the company  
9 found out first and then let the union know. Right? I mean,  
10 they didn't find the error.

11 MR. JONES: Let me—

12 MR. CROSBY: Who brought it to whose attention first?

13 MR. JONES: The management in the Oakland terminal has  
14 changed during this period. I can't deny or verify what Dick  
15 said. I mean, that is his statement on the record of what  
16 transpired.

17 The terminal manager that was here at the time did have  
18 a problem. He chose to discuss this, as I assume, he went to  
19 Dick, if I just understood him correctly. And so we'll assume  
20 that that's a fact now.

21 The reason I brought up the death awhile ago was for  
22 this reason. Up till that time, the letter that I referred to  
23 of June 10th, had been filed away in the safe. No one had any  
24 knowledge of it outside of that terminal. As a result of this  
25 death a question came up and it was determined then that this man  
26 was involved in the overpayment, which we're not attempting to



1 collect or anything. That's not involved here. The only thing  
2 I'm trying to do is establish some time.

3 At that point the new terminal manager, sitting here  
4 on my left, Norm Godbout, raised the question. There was a  
5 demand made from the job steward for a specific amount of money.  
6 In checking out we told him we didn't owe him any vacation; that  
7 he was overpaid at that point.

8 At that point we moved immediately as fast as we could  
9 in this matter. We have had discussions. I have had discussions  
10 with Local 70 in reference to this. We have exchanged some  
11 correspondence. I have a letter here from Mr. Leishman, one on  
12 the 29th and one on the 2nd.

13 And there's a point here at this point I believe that  
14 I should clear up. We had a discussion about the retroactive  
15 pay to these people. We since, Dick, and this was since our  
16 discussion in your office, we have paid this. We have not  
17 attempted to apply this to this overpayment. This has been paid  
18 in full. So, to get that question out.

19 We have the alternatives that we listed here. We choose  
20 to apply this to the '71 vacations.

21 Dick made reference to a specific case that just  
22 happened. And to give you a better idea of what really happened  
23 here was this gentleman was due retroactivity. His vacation had  
24 been duplicated in April and he's overpaid in excess of a  
25 thousand dollars. And I could determine the amount of money by  
26 going through the file here. This came about by paying the



1 retroactivity. The way it was coded into the machine, we again  
2 paid him another \$150 overpayment on the retroactivity. And this  
3 was on top of the overpayment that he had been paid. So we  
4 brought this out.

5 But the time limits of this thing came about, the  
6 death was in August. The management changed about the same time,  
7 the first week of September or the last week of August. And the  
8 terminal manager found this package in the safe. And then this  
9 is when the thing came to top and we started taking steps to  
10 correct the error that had been made. Now, that was the first  
11 knowledge that we had of it.

12 MR. CROSBY: Larry, are you saying your other terminal  
13 manager concealed it?

14 MR. JONES: Yes. At that level.

15 CHAIRMAN McILVENNAN: Are these the individuals  
16 involved?

17 MR. JONES: There's 25 people involved.

18 MR. DWYER: Stu?

19 CHAIRMAN McILVENNAN: Yes.

20 MR. DWYER: Dick, if I understand your position  
21 correctly, I think you were the one who instituted this case to  
22 come before this committee. And I think if I heard you correctly  
23 you said the reason you wanted it before this committee was some  
24 equitable way to get this money repaid. Did I misunderstand you?

25 MR. SARMENTO: Not before this committee. I instituted  
26 to get in front of the local committee on the 52nd day when the



1 terminal manager approached me. I didn't want to set the way the  
2 individuals would pay the money back. I told the terminal  
3 manager at that time to go before the committee and the committee  
4 could set standards of how the individuals would pay the money  
5 back. The union had the burden or the terminal manager.

6 But at that time the terminal manager I guess was  
7 afraid to let the thing out, so he concealed it in the safe and  
8 didn't move.

9 So today I feel nine months later it's unjust for the  
10 individuals to pay that money back.

11 MR. DIVINY: The union doesn't have any objections to  
12 the men paying the money but it's the method and which way the  
13 money should be paid?

14 MR. SARMENTO: Well, I have an objection now for this  
15 length of time because it's been nine months since this thing has  
16 gone by and now it's affecting the vacation for the following  
17 year.

18 MR. DWYER: Did all the individuals involved get the  
19 letter of June the 10th?

20 MR. SARMENTO: I'm pretty sure they did.

21 MR. DWYER: Well, in that I think it's pretty plain,  
22 as the letter states, that we feel the deduction is in order and  
23 would you tell us which way you would like it to be deducted.

24 MR. JONES: That involved an overpayment that came  
25 about through a layoff on April the 10th.

26 MR. DWYER: There is no dispute about the fact this is



1 a clear overpayment, is there?

2 MR. JONES: No. This is definitely an overpayment.

3 MR. SARMENTO: No dispute.

4 MR. DWYER: Supposing the situation were reversed?

5 MR. SARMENTO: We have a reverse situation, if you  
6 want to be aware of. The company is owing the pension plan of  
7 \$12,000, that was a time limitation passed when the union found  
8 it and we couldn't collect it.

9 MR. CROSBY: When did the new manager take over?

10 MR. GODBOUT: The last week of August.

11 MR. HINCER: Say that again, Dick.

12 MR. SARMENTO: I say there was a time limitation passed.  
13 Joe Arino handled the case on the pension plan from '60 to '64  
14 when the company is making the payments in Los Angeles to the  
15 pension plan, when we found out, out here. They slapped us with  
16 a time limitation about involving four years of pension that we  
17 couldn't collect, and we haven't collected until today.

18 Now, I feel that here again, I guess the amount is  
19 close to \$12,000, with the individuals here, is an overpayment  
20 made by the company to the individuals and the company was given  
21 the opportunity to take the money back in a specific time, within  
22 the 90 days, or the 45-day clause, and the union was going to  
23 allow them. The men had no objections. Nine months later I'm  
24 sure they spent all their money, and I don't want to see the  
25 individuals be penalized next year on their vacations for something  
26 they have no control of.



1           Now, the terminal manager up here made a lot of  
2 mistakes. I can't see how the individual is responsible for the  
3 payroll department when they keep making mistakes and we suffer  
4 in the future for it. I say it's wrong. They should correct it,  
5 or the company should have somebody to correct it instead on  
6 getting the payrolls right.

7           CHAIRMAN McILVENNAN: Anything else that we haven't  
8 heard, Larry?

9           MR. JONES: Can I rebut to Mr. Sarmiento's comment about  
10 the pension? As a result of some discrepancies there was  
11 discussion with Chuck Royster, Joe Arino, that's correct. And  
12 as a result of many discussions—this took place at the Southwest  
13 Administration in Los Angeles—and a determination was made, an  
14 audit was made. The discrepancies that were found to be timely  
15 were corrected. The payment was made. And this was done by the  
16 fund. This was an audit that was ordered. And I feel like this  
17 has nothing to do with what we're doing today because we  
18 justified that.

19           And we have since been requested by Local 70 to audit  
20 our pension, our health and welfare benefits. Which we have done.  
21 And we feel that we are paid currently right now. We know of no  
22 known errors that are timely.

23           MR. CROSBY: What is the timeliness factor on  
24 delinquent pensions? 45 days?

25           MR. SARMENTO: Five years.

26           MR. JONES: We're talking about the statute. It's four



1 years, as I understand it.

2 MR. CROSBY: It is four years?

3 MR. JONES: Four years. And we did resolve this  
4 problem with the administration.

5 CHAIRMAN McILVENNAN: Well, we don't need a lot of  
6 facts on that other than the statements of both sides, how they  
7 feel about it. Really, that case isn't in front of us.

8 MR. CROSBY: I was asking for information; I didn't  
9 know.

10 CHAIRMAN McILVENNAN: I don't think anybody knew.  
11 Let's stick to this case for the moment.

12 There is a letter here that was written by Leishman,  
13 the secretary-treasurer, regarding the protest to the letters  
14 that were sent to the individuals. And in the second paragraph  
15 of his letter, I would like to read it because it seems to state  
16 the position of the union, at least.

17 "If the company wishes to recover the money in question  
18 from the individuals listed, there is a grievance procedure  
19 outlined in the master freight agreement, and the Union is hereby  
20 requesting that the company take no unilateral action without  
21 first going through the grievance machinery.

22 "If you have any questions or wish to discuss this  
23 matter further, please contact Business Agent Dick Sarmento here  
24 at our office."

25 MR. CROSBY: Have you done that, Larry?

26 MR. JONES: At this point we have complied with this  
request.



1 MR. DIVINY: That was October 2nd.

2 CHAIRMAN McILVENNAN: Yes, this letter was dated  
3 October 2nd.

4 MR. HINCHER: That's why you're here?

5 MR. JONES: Right.

6 MR. SARMENTO: There's individuals on layoff right now  
7 and they're due from accumulated vacations since April. They've  
8 been working April up to October now, that's on layoff. And I'm  
9 sure they haven't been paid that accumulated vacation rights that  
10 they accumulated. Am I right?

11 MR. JONES: Norm, answer that.

12 MR. GODBOUT: There was a layoff yesterday of 18 men.  
13 I called Dick and told him because of this hearing today that  
14 rather than to cloud the issue further, that the layoff drafts  
15 would not include any moneys, prorated vacations, until we met  
16 today.

17 CHAIRMAN McILVENNAN: All right. Anything else?  
18 Executive session.

19 (Executive session.)

20 MR. BATH: I move based on the facts in this case it  
21 be referred back and the company and the union meet with the  
22 individual employees involved and work out a method of repayment  
23 based on the individual's ability to pay.

24 MR. JAMES: Second the motion.

25 (Motion carried.)

26 CHAIRMAN McILVENNAN: The company will pay the fee in  
this case.



WINEO BOND  
MADE IN U.S.A.  
FIVE REKTIVE



Teamsters Local 70  
70 Hegenberger Road  
Oakland, California  
Attn.: Mr. Dick Sarmiento  
TO

December 3 1970 10

**E. D. CONKLIN, INC.**

*Deposition Notaries  
Court and Convention Reporters*

110 BUTTER STREET  
SAN FRANCISCO 4  
GARFIELD 1-3984

RECEIVED  
DEC 4 - 1970

Copy of transcript of JWAC Main Committee Case #11-70-5591, heard November 11th:

\$10.35

Lushman  
Murray  
Sarmiento  
Hansen

*Transcript to Sarmiento v. Nunes*



BEFORE  
JOINT WESTERN AREA COMMITTEE  
WESTERN STATES AREA MASTER FREIGHT AGREEMENT

--oOo--

P R O C E E D I N G S

of the

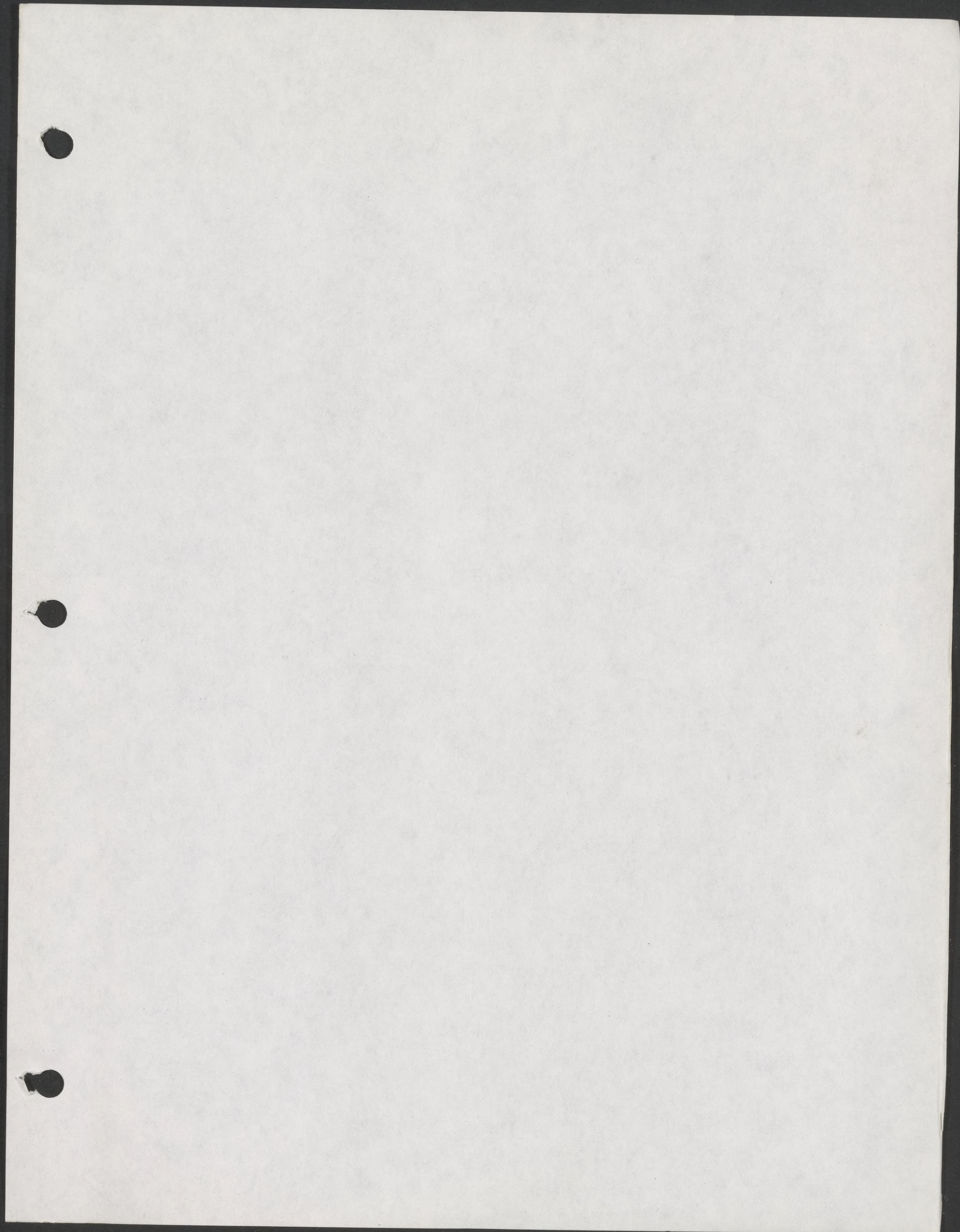
SPECIAL JC #7 COMMITTEE

SAN FRANCISCO, CALIFORNIA

NOVEMBER 11 and 12, 1970

**E. D. CONKLIN**  
*Certified Shorthand Reporter*  
110 BUTTER STREET  
SAN FRANCISCO 4  
GARFIELD 1-3984







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2	8-70-5495	
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12	8-70-5503	
13	Local 85, San Francisco and Pacific Motor Trucking	Postponed
14	8-70-5508	
15	Local 287, San Jose and Western Gillette, Inc.	Postponed
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17	Local 85, San Francisco and Matson Terminal	Sent to Main Committee
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19	Local 287, San Jose and California Motor Express	Settled & Withdrawn
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22	11-70-5703	
23	Local 70, Oakland and Bigge Drayage Company	Settled & Withdrawn
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BEFORE  
JOINT WESTERN AREA COMMITTEE  
WESTERN STATES AREA MASTER FREIGHT AGREEMENT

---oOo---

P R O C E E D I N G S

of the  
SPECIAL JC #7 COMMITTEE

Presidio Room  
Del Webb Townhouse  
San Francisco, California

NOVEMBER 11 and 12, 1970



1 CASE #2-70-5161

NOVEMBER 11, 1970

9:45 A.M.

2 LOCAL 70, OAKLAND, CALIFORNIA and  
3 TRANSCON LINES.

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 APPEARANCES:

9 AL PADRO, appeared on behalf of the Employer.

10 ROY NUNES, CHUCK MACK and NICK MEDERIOS appeared on behalf  
11 of Local 70.

12 - - -

13 CHAIRMAN WILLIAMS: All right, we are ready on 5161, involv-  
14 ing Local 70 and Transcon Lines.

15 MR. NUNES: Due to the decision that was handed down on  
16 May of 1970, a list of 18 men being claimed for the personalized  
17 rate, with timecards and proof, either they were paid or not paid,  
18 is presented to the committee, the committee will hold jurisdiction.

19 With that, we had a meeting with the company on July 30,  
20 1970 when we settled a number of grievances; and No. 8 was  
21 numbered as the forklift grievance; and the union was claiming  
22 the forklift rate for 18 men, where Roy Williams instructed the  
23 union and the company to sit down and come to an agreement.

24 Since that time, the union has furnished management with a  
25 letter notarized by one of their ex-supervisors, who at that time  
26 was the chief supervisor, stating that men were paid the forklift  
rate of pay, even though the work was not performed. Management



1 agreed to give us an answer by Gary Bowen. The company does have  
2 the answer that was notarized. Mr. Padro was present at the time  
3 it was presented, which I don't feel he would deny at this point.

4 So, at this time we feel our case is even stronger, because  
5 of the ex-supervisor claiming that he, himself, paid the men the  
6 rate of pay, even though the work was not performed.

7 CHAIRMAN WILLIAMS: Do you mean the higher rate of pay?

8 MR. NUNES: Yes, the forklift rate of pay.

9 CHAIRMAN WILLIAMS: No matter what he is doing? They were  
10 claiming pay because they had an established rate no matter what  
11 they had done, and they should be given the forklift rate of pay?

12 MR. NUNES: Right.

13 CHAIRMAN WILLIAMS: You have also submitted a notarized  
14 letter to the employer by one of his ex-employees, who was in a  
15 supervisory capacity at that time, stating that they were paid,  
16 whether they actually do the work or did not, is that right?

17 MR. NUNES: Yes.

18 CHAIRMAN WILLIAMS: Can we hear from the company?

19 MR. PADRO: Okay.

20 The letter that Mr. Nunes mentions, I have a copy here  
21 signed by one of our ex-employees; however, the original filing  
22 of the grievance was for September 24, 1969; and as you read  
23 this, this has been the final established rate of the swing shift  
24 employees at Transcon, as the company paid all the employees on  
25 the swing shift the forklift rate of pay, whether they were  
26 given the fork or not. This has been going on for at least seven



1 months.

2 They have also received this pay under sick leave-vacation.  
3 The company says they will no longer pay this. The policy has  
4 been, and we feel, the company should continue to pay this rate.  
5 They say the date of the application was September 24, 1969.

6 The letter that LeRoy refers to covers a period from January  
7 '70 to May '70; so, it actually has no credibility, since this  
8 was filed before this man was even there.

9 CHAIRMAN WILLIAMS: Was this man in this capacity?

10 MR. PADRO: Let me read the letter. I think it clarifies  
11 the point.

12 The affidavit, or whatever it is that one might call it,  
13 to Local 70, "To Whom it May Concern," June 2, 1970:

14 "My name is Edward D. Ryan, Transcon, Chief  
15 Dock Supervisor on the swing shift.

16 "From January 1970 to May 1970, when I took  
17 over the swing shift, the men who needed a forklift  
18 drove it themselves. I found this to be quite  
19 convenient and expedited the movement of freight.  
20 No seniority was used in this procedure, and in some  
21 cases men were paid forklift and did not drive it."

22 This was signed by Edward D. Ryan. This covers a period  
23 from January 1970 to May 1970.

24 The date of the application is '69, claiming the previous  
25 seven months, and this has no validity.

26 Additionally, as I say, this was in the time of September



1 24, 1969 and previously. I do happen to have the same type of  
2 notarized document by another supervisor in the same capacity,  
3 who now has been transferred to another state.

4 Let me read this. This is dated July 23, "To Whom it May  
5 Concern":

6 "I, James E. Morris, employed as Chief Dock  
7 Operations, Transcon Lines, San Leandro, California  
8 from June 25th, 1960 through December 19, 1969,  
9 state that during this time one of my problems was  
10 to make sure only the bid forklift drivers and/or  
11 senior dock men drove the forklifts as forklift  
12 drivers were paid more money per hour than a regular  
13 dock worker.

14 "If a junior man drove a forklift, then the  
15 senior man had a grievance for time the junior man  
16 drove the forklift. I had many disagreements with the  
17 union stewards of the swing shift pertaining to forklift  
18 work. They wanted to let the two bid forklift men work  
19 full time forklift and let the other two forklifts  
20 float and pay every man forklift pay. With as many as  
21 30 men on the swing shift, it was impractical and  
22 unprofitable to pay 30 men nightly the rate of forklift  
23 pay in order to run four forklifts.

24 "In no instances did Transcon pay men for driving  
25 a forklift unless they actually drove the lift and  
26 then it was done by seniority."



1 This was signed by James E. Morris, notarized in the County  
2 of Jackson, State of Missouri.

3 MR. HOFFMAN: Can I say something?

4 Where are the timecards? Suppose you bring up the timecards.

5 MR. PADRO: I have had the timecards at the terminal for,  
6 I guess, six to nine months, almost a year now. I still have  
7 them. I brought them at the last grievance, which was the point  
8 at that time; but I believe at that point, it indicated the men  
9 were not paid 100 percent of the time, and it indicated that if  
10 there was a claim, that it was rightfully paid.

11 At the same time -- oh, I can't remember all the instances,  
12 but there was no problem. That is the point that came up.

13 CHAIRMAN WILLIAMS: Off the record, just a moment.

14 (Remarks outside the record.)

15 [Executive Session.]

16 MR. KIRBY: I will make a motion based on the facts presented,  
17 the claim be denied.

18 CHAIRMAN WILLIAMS: Second the motion?

19 MR. HOFFMAN: Second.

20 CHAIRMAN WILLIAMS: You have heard the motion, ready for the  
21 question?

22 All those in favor, signify by saying "Aye." Those opposed?

23 The motion is carried.

24 [Whereupon, the parties returned to the hearing room.]

25 CHAIRMAN WILLIAMS: There is a unanimous decision, as filed,  
26 the claim is denied.



1       The committee feels that there could be some individuals  
2       that could maybe have a claim; but there is no way we can get it,  
3       based on the way it is filed.

4       [No fee.]

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1 CASE #8-70-5495

NOVEMBER 11, 1970

10:00 A.M.

2 LOCAL 70, OAKLAND, CALIFORNIA and

3 INTERSTATE MOTOR LINES

4 SPECIAL JC#7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 Sergeant-at-Arms: ROY NUNES

9 APPEARANCES:

10 FRED CAUDILL appeared on behalf of the employer.

11 CHUCK MACK and NICK MEDERIOS appeared on behalf of Local 70.

12 - - -

13 MR. MACK: I have got a couple of IML cases. I am not sure  
14 which one this is.

15 MR. KIRBY: This is the claim for hostlers' rate of pay  
16 based on past practice for John Kowalski.

17 MR. MACK: yes, okay.

18 This case was filed on behalf of John Kowalski, and the facts  
19 in this particular case are that Kowalski dropped trailers at the  
20 piggyback ramp and came into the yard. He put the notation  
21 "hostler" on his timecard, and the company denied payment of the  
22 hostling rate of pay, claiming under the provisions of the  
23 contract that the man was not entitled to it.

24 We, however, argue that Mr. Kowalski, on the basis of the  
25 practice at this terminal, had, for the past 10 years, had done  
26 this and is entitled to that rate of pay.



1 I don't think there is any dispute between the company and  
2 ourselves as to what the facts and what the past practice has  
3 been.

4 Kowalski has been a long-time employee for IML, and was  
5 here at the last Joint Western Area Grievance Meeting to testify  
6 to what the practices have been. However, we didn't hear the  
7 cases last time, and he didn't get to present his side of it.

8 The IML company has paid the hostling rate of pay, which is  
9 a higher rate of pay, under our contract for the last 10 to 15  
10 years, for somebody who has taken the trailers down to the pig  
11 ramp, and people have spotted trailers and have always been paid  
12 that rate of pay.

13 This has been done with the full knowledge of the company.  
14 The company realizes that by the contract, and they found this  
15 out in May in the interpretation rendered, that they wouldn't  
16 have to pay this particular rate of pay.

17 Fred Caudill, the Superintendent of the company, found this  
18 out and stopped the method of payment.

19 However, we argue that the company has had knowledge that  
20 they paid this for a good 15 years. They have done this with  
21 the knowledge of supervisors or they have done this with the  
22 knowledge of the company, and for them to come up now and not pay,  
23 is unfair and depriving people of something they enjoyed for a  
24 good number of years.

25 That is our position.

26 CHAIRMAN WILLIAMS: You are talking now, strictly on the



1 Maintenance of Standard on a particular company?

2 MR. MACK: That is right.

3 I want to make one point, by the interpretation of the  
4 contract, I know full well that if this case was here and we were  
5 asking for a decision in our favor, and we had no practice to  
6 argue with, that they would not get a decision.

7 CHAIRMAN WILLIAMS: That is the reason why I want to hold it  
8 to the Maintenance of Standard.

9 MR. MACK: That the circumstances in this case are different.  
10 That is our case.

11 CHAIRMAN WILLIAMS: Let's hear from the employer.

12 MR. CAUDILL: The company, of course, doesn't deny the fact  
13 that we have paid this classification in the past. Ten years, I  
14 will have to agree, may be a little longer. It is a type of work  
15 performed by Mr. Kowalski, and certainly is not that defined in  
16 Section 8, Article 51 of Hostling.

17 He may bobtail from the yard, pick up an empty at the pig  
18 yard and return to the terminal. Other times he might pick up  
19 an empty and continue on and pick up a load.

20 Now, the company has paid this rate in the past, being bound  
21 by Article 60-Past Practice. We have, many times, tried to talk  
22 to Local 70 to correct this rate of pay, to no avail. We feel  
23 that with the new language in Article 60, since this is not a  
24 personalized rate of pay, we will eliminate this erroneous pay.  
25 This is the company's position.

26 CHAIRMAN WILLIAMS: Anything else?



1 MR. MACK: No.

2 CHAIRMAN WILLIAMS: Excuse the parties.

3 [Executive session.]

4 CHAIRMAN WILLIAMS: Based on Article 62, "Within 60 days of  
5 the issuance of this supplemental agreement to affect unions  
6 and employers, all past practices mutually agreed to shall be  
7 reduced to writing and signed by said employer and local union.  
8 Failure of the parties to comply with this requirement shall  
9 result in the alleged practice becoming null and void. Any and  
10 all existing written agreements will be subject to renewal,  
11 approval in writing by both parties within this 60-day period  
12 named."

13 The claim of the union is denied.

14 MR. KIRBY: Second.

15 CHAIRMAN WILLIAMS: Ready for the question?

16 All those in favor, signify by saying "Aye." Opposed?

17 The motion is carried.

18 [Whereupon, the parties returned to the hearing room and  
19 the motion was read by Chairman Williams.]

20 (Fee paid by the union.)

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1 CASE #8-70-5496

NOVEMBER 11, 1970

10:36 A.M.

2 LOCAL 70, OAKLAND, CALIFORNIA and

3 INTERSTATE MOTOR LINES

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 APPEARANCES:

9 FRED CAUDILL and ART BUNTE appeared on behalf of the  
employer.

10 CHUCK MACK and NICK MEDERIOS appeared on behalf of Local 70.

11 Sergeant-at-Arms: ROY NUNES

12 - - -

13 CHAIRMAN WILLIAMS: Let me excuse your side for just a  
14 minute. Let me have a little talk, please.

15 [Whereupon, the employer panel and the employer parties  
16 were excused.]

17 [Executive session.]

18 CHAIRMAN WILLIAMS: Art, and 70, and your capable helper  
19 over there, the committee feels that we can whip these cases out,  
20 using two methods to whip them out.

21 You have got a one day of waiting here on sick leave. If  
22 a man was out prior to the work stoppage and was getting sick  
23 pay--Do you follow what I am saying?

24 MR. BUNTE: Right.

25 CHAIRMAN WILLIAMS: --then he should continue to get his,  
26 until he has used up his sick leave or back to work, one of the



1 two.

2 Now, say a guy called in sick the day of the strike. He  
3 doesn't get pay for them days of the strike; but he doesn't show  
4 up. Say you go back to work on the 8th, and he doesn't show up  
5 until the 11th, and he called in sick; then, I think you should  
6 be paid after the strike for that sick leave.

7 Do you follow what I am saying?

8 MR. CAUDILL: Okay.

9 MR. LAWLOR: Say Monday and Tuesday everybody came back to  
10 work--

11 MR. BUNTE: If he was sick ahead of the time, he continues;  
12 and if he was sick after the strike--

13 MR. LAWLOR: Not during the strike, he wouldn't get paid.

14 MR. CAUDILL: What if we have reason to believe he took a  
15 hike because he had reason to believe it would last a week?

16 CHAIRMAN WILLIAMS: If you have that individual case, you  
17 will have to present individual evidence.

18 What we are saying to lump these off with an understanding,  
19 they won't get paid during the days of the strike; but if you have  
20 got a guy who called in sick, for instance, and he called in on  
21 a Monday and the strike started on a Monday, and he wasn't back--  
22 well, say it ended in the third day or second day, and he didn't  
23 come back for five more days, you would have to prove he took a  
24 hike or he would be entitled to the sick leave.

25 MR. CAUDILL: Okay.

26 MR. BUNTE: At no time while the pickets were up would he



1 get it?

2 CHAIRMAN WILLIAMS: No.

3 Now, we have got one case, as I understand it, with PIE  
4 which we think is a little different. We are going to hear that  
5 case individually; but on that theory, Mack, we will settle the  
6 sick leave cases.

7 MR. MACK: Fine.

8 CHAIRMAN WILLIAMS: As we come to them on the agenda, we  
9 will refer them to the lady over here, so that they can put the  
10 cases on.

11 Okay, Art?

12 MR. BUNTE: Good decision, okay.

13 (No fee.)

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1 CASE #11-70-5705

NOVEMBER 11, 1970

10:53 A.M.

2 LOCAL 70, OAKLAND, CALIFORNIA and

3 INTERSTATE MOTOR LINES

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 Sergeant-at-Arms: ROY NUNES

9 APPEARANCES:

10 FRED CAUDILL and ART BUNTE appeared on behalf of the  
11 employer.

12 CHUCK MACK appeared on behalf of Local 70.

13 - - -

14 MR. MACK: What happened in this case is that sometime in  
15 the month of October, 10-30-69, I have here, the company  
16 started paying Ollie a doubles rate of pay. He is an Army Base  
17 driver, and as I see it, he should have compensation for the  
18 type of work he was doing. At the Army Base, it is extremely  
19 difficult to get the loads dropped, and it takes knowledge and  
20 skill in being able to even maneuver and work around a lot of the  
21 restrictions they have down there.

22 They paid him the doubles rate of pay, without question, in  
23 regards to what he was doing. You can compute it out from  
24 10-30-69 to 4-11.

25 We objected at that time and it was carried on and on.  
26 For that period he was paid Christmas, New Years, Washington's  
Birthday, and his vacation at the doubles rate of pay. On 4-11-70,



1 the company, for some reason, took it upon themselves to lop off  
2 the rate of pay.

3 Now, to answer the charge here, the company, regarding the  
4 six-month period, say they had no knowledge of it by practice,  
5 whether they had knowledge or not; but by that clause in the  
6 contract, as long as it goes longer than three months, it would  
7 be in force and effect. They were aware of what was going on  
8 and put the guy on at that rate of pay.

9 When Fred found out about it, Fred chopped him out.

10 We are asking that the guy get compensation for the period  
11 of time in which they haven't paid him.

12 That is our case.

13 MR. KIRBY: Question:

14 When you talk about the holidays and vacation, do the two  
15 precedent decisions in the field take place here; in other words,  
16 did he work 30 days in a month to get a vacation for that month,  
17 and did it at a higher rate, or 50 percent of the time come into  
18 vacation?

19 MR. MACK: The precedent decision would apply for the  
20 Christmas, New Years and Washington's Birthday holidays.

21 MR. KIRBY: You recognize that decision?

22 MR. MACK: Yes. However, I don't know for vacations.

23 I don't think he worked enough time to be paid that vacation or  
24 for that rate of pay. His vacation was taken in the early part  
25 of the month of December, and he's only been established in  
26 Oakland. So, that is our case, based on the Maintenance of



1 Standards.

2 MR. CAUDILL: Let me try to bring you up to date on this:

3 Mr. Hegstead approached us over two years ago, asking for  
4 the doubles rate, primarily more because he delivers Army traffic.  
5 He felt he was worth additional money, here.

6 We denied this request several times.

7 So, consequently, Mr. Hegstead got on the bandwagon, and  
8 with some of the other fellows, like the hostling bit we had there,  
9 start marking their timecards, and the payroll clerk did pay the  
10 doubles rate on hostling, believing it was a hostling situation,  
11 which we had discussed earlier here; and consequently, he did  
12 get six months of pay before it came to my attention.

13 At that time, I discussed with Mr. Mack the possibility of  
14 correcting this situation. We couldn't come to agreement, so  
15 we automatically cut it off at the same time we cut off the rest  
16 of the hostling pay.

17 That's about it on the case.

18 MR. LAWLOR: Are your timecards approved by the supervisor?

19 MR. CAUDILL: Yes, they are, Charlie; but let's say they are  
20 not being approved like they should. Some days they were signed  
21 and some days they were not.

22 Occasionally he pulled doubles and was paid the doubles rate  
23 on those days.

24 There were some, okay.

25 CHAIRMAN WILLIAMS: Wait just a minute, now.

26 I want to keep it out of that area, because I understand



1 there is no question here, from the dates that you talked about,  
2 that the doubles rate was paid for everything that he had done?

3 MR. BUNTE: Right.

4 MR. LAWLOR: Were there any times you crossed off doubles  
5 and did not pay him?

6 MR. CAUDILL: Yes. There were days we crossed off the doubles  
7 pay. I can't give you specifics. I don't have anything at all  
8 with me today, but there were days.

9 MR. LAWLOR: There were days that your supervisor crossed it  
10 off when he wrote it?

11 MR. CAUDILL: It is a very small portion. 30 days may have  
12 had doubles pay, and two were knocked off, because a knowledgeable  
13 supervisor didn't pay it. It was a small percentage; but 90  
14 percent of them were paid.

15 Again, the payroll clerk, assuming that it was hostling,  
16 things going to the pig yard, automatically hostling or the  
17 doubles was at the same rate.

18 Now, prior to this time, Mr. Hegstead never put anything on  
19 the timecard; but once we denied paying him the higher classifica-  
20 tion, he found the method of receiving this pay.

21 MR. LAWLOR: Who set up the pay for the vacation?

22 MR. CAUDILL: The payroll clerk.

23 CHAIRMAN WILLIAMS: He is an employee of yours?

24 MR. CAUDILL: Yes, sir, he is.

25 MR. LAWLOR: Do you know whether he was paid at the doubles  
26 rate for vacation?



1 MR. BUNTE: I am sure he was.

2 MR. CAUDILL: I am sure he was.

3 MR. HOFFMAN: Let me ask you this: How long has he been  
4 employed with the company?

5 MR. CAUDILL: Say roughly 12, 14 years.

6 MR. HOFFMAN: Prior to the six-month period that you paid the  
7 higher rate of pay, what rate of pay did you pay him? Do you  
8 pay him for what he is driving?

9 MR. CAUDILL: Heavy-duty he was performing that day.

10 MR. HOFFMAN: In a six-month period, it is increased to a  
11 higher rate of pay?

12 MR. CAUDILL: That's correct.

13 MR. KIRBY: Will this man have seniority to bid a higher  
14 classification?

15 MR. CAUDILL: Yes, I am sure he will.

16 MR. KIRBY: When he ends up finally bidding your barn, will  
17 he have seniority to bid?

18 MR. CAUDILL: Yes, I am sure he would.

19 MR. KIRBY: So, in essence, the bid barn would solve this  
20 man's problem?

21 MR. CAUDILL: Yes, sir, certainly.

22 MR. KIRBY: Do you agree with that?

23 MR. MACK: That I don't know. That assumption is so far-  
24 fetched, I haven't even conceived anything like it.

25 I don't know if it would or not.

26 CHAIRMAN WILLIAMS: Anything else on this case?



1 MR. MACK: I just want to point out and distinguish between  
2 the case prior, people were paid when they pulled down to the pig  
3 yard. That was the past practice, a Maintenance of Standard,  
4 where the guy was paid over the six-month period, whether he did  
5 the work or not.

6 CHAIRMAN WILLIAMS: I think the company conceded that  
7 possibly they were paid 90 percent of the time.

8 MR. BUNTE: Right.

9 MR. CAUDILL: There is no question.

10 CHAIRMAN WILLIAMS: All right.

11 [Executive session.]

12 MR. HOFFMAN: I make a motion that it is a personalized rate  
13 of pay, that he received the higher rate of pay. It is a  
14 personalized rate.

15 CHAIRMAN WILLIAMS: You have heard the motion, ready for the  
16 question?

17 All those in favor, signify by saying "Aye."

18 Opposed?

19 The motion is carried.

20 [Whereupon, the parties returned to the hearing room and  
21 the motion was read by Mr. Hoffman.]

22 (Company pays the fee.)

23 - - -

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26



1 CASE NO. 11-70-5655 NOVEMBER 11, 1970 11:16 AM.  
2 LOCAL 85, SAN FRANCISCO, CALIFORNIA, and  
3 WINGS AND WHEELS.

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 Sergeant-at-Arms: ROY NUNES

9 APPEARANCES:

10 EDWARD MALOUF appeared on behalf of the employer.

11 TOM ANDRATE, DAN FLANAGAN, BOB LEIHY, BOB GROTT and JACK  
12 RYLL, appeared on behalf of Local 85.

13 - - -

CHAIRMAN WILLIAMS: Let's go, Tom.

14 MR. ANDRATE: This case was deadlocked at the Joint Council  
15 7 level. Prior to that, we had a hearing on this case which was  
16 8-0-LD 5701, dated 8-20-1970. It was referred back to both parties  
17 to comply with Article 42, and we did comply with it; and then  
18 we brought it back and it deadlocked, and that is why it is here  
19 today.

20 The Article involved here is your 30 days within the 90 day  
21 provision.

22 The man involved here has worked for Wings and Wheels for a  
23 period of 29 days. One of the 29 days was acquired by the union  
24 putting in a claim for the same thing that we are up here for  
25 today.

26 Wings and Wheels, Mr. Ed Malouf, paid it.



1 Since then, we have a couple of receipts here with the dates  
2 on them, where the company refused to hire Bob Grotte, so he  
3 would not attain seniority.

4 I personally approached Mr. Malouf at their place of business  
5 on the situation, and he personally told me that he could not  
6 afford to have any more people on the seniority roster.

7 When I put in for this particular claim, he was willing to  
8 pay the claim, providing that he didn't have to pay Mr. Grotte.

9 Mr. Malouf has, and these are the receipts here (indicating).  
10 Here is another one here (indicating).

11 He has turned around and went and picked up freight at the  
12 airport and brought it into the terminal; and then turned around  
13 and gave it to one of our drivers, which one of our drivers is  
14 present. We are saying that he is in essence using subterfuge  
15 to bypass this agreement, under the 30-day clause within a 90-day  
16 period.

17 I have never had any letters on this man not doing his work  
18 or anything like that.

19 Now, the man that Mr. Malouf turned around and talked to  
20 is the gentleman at the end of the table here (indicating).  
21 Would you tell the panel what Mr. Malouf told you, in essence  
22 what he told you, word for word, which I think is very clear.

23 MR. RYLL: He made a comment to me, verbatim, that: "You  
24 are a friend of mine, Jack." He said, "I wouldn't say anything  
25 to the union about this."

26 MR. ANDRATE: Was that freight?



1 MR. RYLL: Freight he picked up at one of the airlines and  
2 gave to me, personally.

3 MR. ANDRATE: To deliver.

4 And Bob, do you have anything else to add on these situations?

5 MR. GROTE: These papers here, just the one on the 31st,  
6 is the one in question that we are talking about.

7 MR. RYLL: If I may bring up one more point, he signed my  
8 name to these bills.

9 MR. GROTE: That one particular bill?

10 MR. RYLL: This is not my signature. You can compare them  
11 with my normal signature.

12 CHAIRMAN WILLIAMS: And your claim is here that the work was  
13 there to be performed, and under Article 42 of the 30 days out of  
14 90, that you are claiming seniority for this man?

15 MR. ANDRATE: Yes.

16 CHAIRMAN WILLIAMS: Let me hear from the company.

17 MR. MALOUF: Do I have the opportunity of reviewing those  
18 receipts?

19 CHAIRMAN WILLIAMS: Certainly.

20 MR. MALOUF: Gentlemen, so that we can clearly see the issue  
21 here which you claim is subterfuge, Wings and Wheels started  
22 their trucking operations on the 2nd of May of this year.

23 Prior to this, we had been giving our pick up and delivery  
24 work to another trucking company.

25 We felt it feasible to perform this ourselves, to go out and  
26 buy four trucks and put on four drivers and start doing it.



1       As I stated, we started our operations on the 2nd of May.  
2       On the 4th of May, the air cargo area at the airport was closed  
3       down, because of the labor dispute. On the 14th of May, the 15th  
4       and the 18th of May, the airport was closed down because of the  
5       cargo dispute or because of the labor dispute.

6       This caused our original planning on equipment and manpower  
7       to become distorted. We literally had a mountain of freight to  
8       move from that airport when the airport opened up.

9       This, coupled with the fact that our biggest shippers are  
10      wearing apparel manufacturers, and they were nearing the tail end  
11      of their season and with their promotion, they were bombarding  
12      us about the air freight.

13      But, Grotte's first day worked with us was on May the 25th.  
14      I laid him off. His last day worked was on June the 29th. He  
15      had worked with us for 25 days at that point.

16      I called him back -- I further have records here, gentlemen,  
17      to substantiate the fact that there's a 50 percent decline in our  
18      business. This is seasonal, and we expected this. We knew it  
19      was going to happen.

20      I called him back for one day, on July 20. Mr. Grotte was  
21      always aware of the fact that our payroll came from the East  
22      Coast and he was aware of this fact; and when I called him back  
23      as a casual that Monday, I told him that he would not be paid at  
24      the conclusion of the shift, but the Thursday, the normal payday,  
25      and he was agreeable to that.

26      He came in on Thursday, and I paid him.



1 He came in the following Monday, the 27th, to the terminal  
2 looking for work. I told him there wasn't any work. I told him  
3 that I hardly had enough to keep my drivers busy. He became  
4 angry, and he went to the union.

5 I got a call that afternoon from Mr. Andrate, and he told me--  
6 Andrate told me -- I did not pay the man at the conclusion of the  
7 shift on Monday, therefore I owed him a day's pay for Tuesday,  
8 Wednesday, and a day's pay for Thursday. I was compelled to pay  
9 the man.

10 Further, Tom stated that he was going to consider these as  
11 days worked. He said, "You have got this man working for you for  
12 29 days, and you have bought him.

13 I had an occasion, on the 28th of September and the 29th of  
14 September to hire a casual.

15 I first called for Bob Grotte. I always called for Bob  
16 Grotte, before I called anybody. From all this time, from the  
17 time I laid him off until about the first of October, I had no  
18 occasion to hire. I only had three or four occasions to hire a  
19 casual, but I always called Bob. He did work for me, as a  
20 casual, on and off during that period.

21 This document here, this first one you say is an American  
22 Airline bill which you circled the management signature, this  
23 in fact is my signature. I did go to the airport that day, and  
24 I did sign out for two pieces. I released them at the airport  
25 to the consignee. This was on September 11 -- July 11th, excuse  
26 me, which was a Saturday. This is the common practice. When a



1 customer calls up on a Saturday or Sunday and is looking for a  
2 perishable, to go and sign out and give it to him. We never  
3 touch it. We simply sign out for 37 piece on consolidation. I  
4 signed out for the two.

5 My regular driver, on Monday the 13th, signed out for the  
6 balance of the 35 pieces. We never touched it.

7 Once again, we are compelled to release freight to our  
8 customers at the airport if this happened on a weekend and in the  
9 middle of the night. We simply go out to the airport. Every  
10 week this comes up as to this stuff.

11 I go to the airport with my drivers. Occasionally we  
12 check with them and see how the freight is going along on this  
13 day.

14 As I recall, there was one signature here that I might have  
15 signed down there, but he was standing right by me. He was  
16 putting the freight in his truck, and I signed it off and said,  
17 "Okay, I will sign your bills for you."

18 This is the only time this has probably ever happened; but  
19 he was there. He handled the freight and he had the bills in his  
20 hand; and I said, "Let's get going." I don't know whether I  
21 signed this document at all. I can't tell.

22 MR. HOFFMAN: What day is that one (indicating)?

23 MR. MALOUF: July 31. These other ones are his signature,  
24 in August. He gave these as an example; but this one here, I  
25 never picked up this freight (indicating).

26 I never picked up freight at the airport and brought it back



1 to the terminal. I have no reason to handle freight.

2 MR. HOFFMAN: What date is the other one in August?

3 MR. MALOUF: In which he fined us?

4 MR. HOFFMAN: Did he work that day, August what?

5 MR. MALOUF: These are dated August 5, 13 and 10; and these  
6 are signatures. I think he admits these. He just showed you these,  
7 as a comparison signature.

8 This other bill here, where I claim I went to the airport  
9 and signed off for two pieces right at the airport, was dated  
10 July 11th.

11 CHAIRMAN WILLIAMS: From May the 25th until June the 29th,  
12 he worked 25 days, right?

13 MR. MALOUF: That's correct.

14 CHAIRMAN WILLIAMS: Now, again, on July 20th, he worked?

15 MR. MALOUF: That's correct.

16 CHAIRMAN WILLIAMS: One day?

17 MR. MALOUF: One day.

18 CHAIRMAN WILLIAMS: Have you got the dates he worked as a  
19 casual?

20 MR. MALOUF: After that time?

21 CHAIRMAN WILLIAMS: Yes.

22 MR. MALOUF: Do you mean he worked as a casual for me  
23 completely to the present time?

24 CHAIRMAN WILLIAMS: Yes, within the 90-day period that the  
25 contract called for?

26 MR. MALOUF: He never worked as a casual after that.



1 CHAIRMAN WILLIAMS: How many days did the man work for you  
2 after July 20th?

3 MR. MALOUF: From July 20th until the present time -- give  
4 me a moment here -- he has worked 19 days, about 19 days.

5 CHAIRMAN WILLIAMS: Since July 20th?

6 MR. LAWLOR: To this day?

7 MR. MALOUF: To this last Monday.

8 MR. HOFFMAN: Can I go back?

9 You have got two tags there that you said he worked for you,  
10 and he picked up freight one day which was in August.

11 What was the other date?

12 MR. MALOUF: Don't misunderstand me.

13 This driver is only a witness, and this is his signature  
14 (indicating).

15 This is the driver that has the complaint (indicating).

16 CHAIRMAN WILLIAMS: Off the record.

17 [Remarks outside the record.]

18 MR. LAWLOR: Let me ask this question: If you had worked  
19 on a Saturday, would you have called for an extra man?

20 MR. MALOUF: I would have worked Monday on the seniority  
21 list.

22 MR. LAWLOR: With one of your regular men?

23 MR. MALOUF: I would have to. I would be compelled to.

24 CHAIRMAN WILLIAMS: Now, the difference is: Where your  
25 records indicate that the man worked 26 days, and Tom's contention  
26 is that he worked 29.



1       These are the days that you paid for. Is that what we are  
2 talking about, which creates the additional three days, the  
3 difference between your 26 days and your 29?

4       MR. MALOUF: That is correct. Those are the three days I  
5 didn't pay him at the conclusion of the shift.

6       MR. LAWLOR: The 30 days would be Saturday, July 11th?

7       MR. MALOUF: If they were to contend this, yes.

8       MR. LAWLOR: On that July 11th, was every one of your  
9 employees working?

10       MR. MALOUF: There was no work scheduled on July 11th.  
11 There was no work that day. Nobody was working.

12       CHAIRMAN WILLIAMS: On July 31st, did you ask for this man  
13 when you used the casual?

14       MR. MALOUF: I don't recall whether I asked for him or not.  
15 I don't even recall making the call myself.

16       CHAIRMAN WILLIAMS: The committee is in this position, that  
17 if we count the three days that Tom is talking about, and the  
18 July the 31st that you are talking about, and exactly 30 days in  
19 a 90-day period is what you are talking about, and that is the  
20 position that the committee is to determine in this case.

21       MR. MALOUF: Let me explain to you that this is going back  
22 quite a while. I don't always pick up that phone and call the  
23 hall, I mean myself; but to the very best of my knowledge, before,  
24 from that time on -- and I will swear on oath -- I have never  
25 gone to the hall for another man, without first trying to get  
26 Bob Grotte. I have called him at home on the 28th and 29th of



1 September and he told me he had committed himself to work at  
2 Air Freight Forwarders, so I brought in another man.

3 July 31, I cannot clearly recall. But, I have always asked  
4 for him.

5 MR. HOFFMAN: Can I ask the company one question: Tom made  
6 a statement that he talked to you regarding this man; and Tom  
7 brought up that you told him that this was due to the fact that  
8 you cannot add any more people on your seniority list. Is that a  
9 true fact that you told him?

10 MR. MALOUF: This is the position I had taken.

11 MR. HOFFMAN: I don't want to know the position you had  
12 taken.

13 Have you told Tom that due to the fact that you did not want  
14 to add any more employees to your seniority list, that that is why  
15 you did not use the chap?

16 MR. MALOUF: In essence.

17 CHAIRMAN WILLIAMS: Tom, do you have anything else to say?

18 MR. ANDRATE: Other than we are claiming that the man should  
19 have seniority on the facts we have; and I don't have anything  
20 more to say.

21 MR. GROTE: One comment: that on the 31st, the day he  
22 worked this other casual, I was in all morning. The general  
23 practice is if a company calls a man by name, that man is  
24 generally dispatched to that company. Well, knowing I had 29  
25 days, he didn't want to put anybody on the seniority list. I  
26 know he didn't call me by name, because I was right there when



1 the other man went. He even made the remark, "That's kind of  
2 funny, I am going to Wings and Wheels." I thought it was strange,  
3 too.

4 MR. LAWLOR: Did you mention that to the dispatcher at the  
5 hall?

6 MR. GROTT: Yes.

7 MR. HOFFMAN: Let me ask you this: From May 25, 1970 through  
8 July 20, 1970, when you called up, did you call them by name  
9 every time you used him; did you call him by name every time you  
10 needed a man in that 25-day period, and did you use him  
11 regularly?

12 MR. MALOUF: I would tell him at the conclusion of the shift,  
13 you know, he was working.

14 MR. HOFFMAN: To report back to work the next day?

15 MR. MALOUF: Right.

16 I would like to clarify here that that 31st day, when the  
17 casual from the hiring hall was called, I don't recall calling  
18 that hiring hall.

19 This man here, on occasion, I told this driver we got a  
20 small barn, we are only talking about three drivers, and I told  
21 him to call the hall and bring a driver. This happened once, as  
22 I recall, with this driver (indicating Mr. Ryll).

23 I don't recall picking up the phone and calling the hall on  
24 July 31st.

25 MR. HOFFMAN: I am not talking about July 31st. I am talking  
26 about the 25 days that the employee worked for you and you called



1 him to come back --

2 MR. MALOUF: Yes.

3 MR. HOFFMAN: -- and on July 30th, where you used him as a  
4 casual, you called him?

5 MR. MALOUF: Right.

6 CHAIRMAN WILLIAMS: Anything else? Excuse the parties.

7 [Executive session.]

8 MR. HOFFMAN: Based on the facts in this case, the claim of  
9 the union is upheld.

10 CHAIRMAN WILLIAMS: In the operation of this committee, I  
11 will have to second the motion, as the Chairman; and I assume it  
12 will be deadlocked.

13 So, if there is no objection, why let the record show that  
14 the case is deadlocked.

15 Any objection?

16 MR. KIRBY: No objection.

17 MR. LAWLOR: No objection.

18 [Whereupon, the parties returned to the hearing room, and  
19 the motion was read by Chairman Williams.]

20 (The fee is split.)

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1 CASE # 11-70-5702 NOVEMBER 11, 1970 1:45 PM  
2 LOCAL 70, OAKLAND, CALIFORNIA and  
3 LEeway MOTOR FREIGHT, INC.

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 APPEARANCES:

9 PAUL FOX appeared on behalf of the employer.

10 ROY NUNES appeared on behalf of Local 70.

11 - - -

12 MR. NUNES: You have got the filings.

13 MR. KIRBY: Let me read you the filing.

14 This is Case No. 11-70-5702, Local 70 versus Leeway Motor  
15 Freight, Incorporated.

16 It is a vacation request filing.

17 The union position is: Jerry Platt is entitled to another  
18 day's vacation. The employer did not agree, and the relief  
19 being sought is another day of vacation for Mr. Platt.

20 MR. NUNES: Which one do you want to take first?

21 MR. HOFFMAN: Is that under the old agreement?

22 MR. KIRBY: No, the new agreement.

23 MR. NUNES: It doesn't really matter, because the language  
24 wasn't changed.

25 MR. HOFFMAN: There are some changes.

26 MR. NUNES: The 5-hour pay.



1 MR. HOFFMAN: Also on 1 and 3.

2 MR. NUNES: That is not the issue, either. This strictly  
3 involved one day.

4 Let me get this squared away. All right, Jerry Platt.  
5 This is his grievance:

6 "My first day at Leeway Motor Freight was February  
7 7th. From 1969, I have worked 13 days in every month  
8 through March 30, 1970. Leeway laid me off April 3rd  
9 of 1970. I took five days' vacation prior to April 3rd.  
10 After the layoff, I received eight days' vacation pay.  
11 I received 13 days' vacation pay and have worked 14  
12 months for Leeway; therefore, I have one more day  
13 vacation pay due to me, up to the date I was laid off."

14 Now, the company contends that the only time that they have  
15 to give him that 14th day is when he is terminated; and we are  
16 saying that all the employee has to do is work 13 days in each  
17 month, and for each month he is entitled to one day's vacation.

18 They claim they only have to pay him 12 days.

19 What the employer is doing is: On his anniversary date,  
20 he says that before your seniority starts, it starts on the 14th  
21 day, which there is no argument from the union; but the man put  
22 13 days in that month. Therefore, he is entitled to that vacation.

23 MR. HOFFMAN: What the union is claiming is that even though  
24 the seniority date started at the 14th, the first day of hire  
25 counted towards the fringe benefits?

26 MR. FOX: The company's position in the matter is that the



1 contract states that a man shall earn, in his first year of  
2 employment, 12 days' vacation.

3 Now, Jerry Platt established his seniority date on 2-27-69.  
4 We figured his vacation from 2-27-69 to his anniversary date of  
5 2-27-70, and that he earns 12 days' vacation.

6 Now, what the union is claiming is that this man should have  
7 been entitled to 13 days; vacation the first year of his employ-  
8 ment. We feel the contract is very clear on the fact that a  
9 regular employee earns 12 days his first year of employment.

10 In the case of Mr. Platt, he requested and was paid by the  
11 company, five days' vacation on August 24, 1969.

12 He was laid off on April 3, 1970 and was paid eight days'  
13 accrued vacation. This paid him up through and including March  
14 7, which was his last complete month that he completed on his  
15 anniversary date.

16 Mr. Platt requested and received two additional days on July  
17 2. Mr. Platt has been on the payroll for Leeway Motor Freight  
18 from 2-27-69 to the time this grievance was filed, July 27, 1969;  
19 and has been paid a sum total of 15 days' vacation.

20 He did not accrue vacation for the months of April or May.

21 We feel that Mr. Platt has been compensated for his time,  
22 according to the contract language.

23 MR. KIRBY: There is no question in your mind that the man  
24 earned vacation in any month he put in 13 days?

25 MR. FOX: There is some question in my mind as to the way  
26 the contract reads. What this terminology would say, in essence,



1 is that Mr. Platt or any employee could earn 13 days' vacation  
2 within his first year of employment.

3 Now, we have not been paying the employees on the first part,  
4 if they put in 13 days prior to the seniority date; such as Mr.  
5 Platt put in on 2-27, he did get in 13 days during the month of  
6 February in this case.

7 MR. LAWLOR: Was this prior to the seniority date?

8 MR. FOX: Prior to the seniority date.

9 If we pay Mr. Platt on that basis, we have paid him 13 days  
10 the first year of employment; and we terminate the man or the man  
11 is laid off, then if he has completed at the end of that previous  
12 time, we will pay him for that day, as we have employees who  
13 resign, are laid off or are discharged.

14 MR. HOFFMAN: Let me ask you this: The position of the  
15 company is then from the date that the employee attained seniority,  
16 that's the date his fringe benefits go on. It doesn't go on  
17 prior to the date of hire?

18 MR. FOX: This is what we figured, Freddy. Our company  
19 practice for many years has been that we figure vacations from  
20 the seniority date to the seniority date.

21 MR. HOFFMAN: Well, let me say this: We do agree, and the  
22 union does agree, that the seniority date starts on the end of  
23 the 13 days, on the 14th day; but that the man does not lose any  
24 fringe benefits, because that goes back to the date of hire.

25 MR. FOX: The first day he worked?

26 MR. KIRBY: For the record, Paul, if a man puts in 13 days



1 in January and did not work his 14th day until February 2nd or  
2 3rd, that being his seniority date, that he would receive one  
3 day vacation for the 13 days worked in January.

4 Is that a contention here?

5 MR. NUNES: Yes.

6 MR. FOX: Suppose this man here, we paid him the day he  
7 accrued in February, when we paid him his first year vacation--  
8 which we paid him 13 days--say, he requested his vacation upon  
9 his seniority date a year later and we paid him the 13 days,  
10 suppose we laid that man off or discharged him or he resigned  
11 for any particular reason the following month, and he put in, say,  
12 13 days, work days; you are saying that the man could actually  
13 be paid 14 days' vacation, is that what it amounts to?

14 MR. LAWLOR: If I understand you correctly, once the man  
15 had completed 12 months, he would get 12 days' pay; but that would  
16 be from the very first day he went to work, the day of hire.

17 I think the misunderstanding here is that the man started  
18 on February 7, and did in fact have 13 days in February. You  
19 picked him up on a seniority date of February 27, so you did not  
20 include February as one of his months of hire, is that correct?

21 MR. FOX: We ran it from February 27th, consecutively, on,  
22 period.

23 MR. HOFFMAN: They didn't exclude the month of February.  
24 They gave him a seniority date of the 27th of February, and that  
25 started his first day of his vacation period, from the 27th of  
26 February.



1 MR. LAWLOR: What we are saying is that you have to pick up  
2 February 7th, if the man worked in the month of February.

3 MR. KIRBY: You still have 12 days here during the year; and  
4 when you started the next year, this man has already gotten one  
5 day on next year; is that correct?

6 MR. HOFFMAN: But your vacation is based on the anniversary  
7 date to the anniversary date. If he started February 7 of 1966,  
8 I am talking about his fringe benefits. February 6 of 1970 would  
9 be his one year that he got the fringe benefits, and he would be  
10 entitled to 12 days.

11 MR. LAWLOR: From February to January, 1970, he would have  
12 12 months. Then for the month of February 1970, he would be  
13 entitled to a day.

14 Did he work during the month of March?

15 MR. FOX: Yes.

16 MR. LAWLOR: How are you figuring on trying to get 13 and  
17 12?

18 MR. FOX: How do you propose to pay this man for -- well,  
19 just suppose on February 27th, one year later, he requests his  
20 vacation. What would you pay the man?

21 MR. LAWLOR: 12 days, but he already has 20 days in the  
22 New Year. If he was to resign, you would owe him 13 days.

23 MR. NUNES: If he resigns. If he lays him off, he won't  
24 pay him, if the man requests the pay.

25 MR. LAWLOR: I think the mistake is that he paid 13 days  
26 all together.



1 CHAIRMAN WILLIAMS: Let me ask you a question.

2 Under your theory, the 27th day of February of 1970, using  
3 that as a guideline, and actually his first day of employment was  
4 February the 6th; had they paid him 14 days, they wouldn't owe  
5 him nothing.

6 MR. LAWLOR: On February the 27th, they wouldn't owe him.

7 CHAIRMAN WILLIAMS: But, by only paying 12, he still owed  
8 2, by virtue of the 6th of February, going back on the starting  
9 date.

10 MR. HOFFMAN: Referring back to the date of hire.

11 MR. KIRBY: And next year when he takes his vacation?

12 MR. NUNES: It is not on the date he completed his seniority.

13 MR. FOX: What I am saying is that paying the man -- the  
14 actual physical paying of this, as a grievance, as I understand  
15 it, they wanted an additional day immediately paid; and I say he  
16 may have it accrued, but I don't owe it to him.

17 MR. HOFFMAN: If the man is laid off and it has always been  
18 the practice, if the man is laid off, he can request his accrued  
19 vacation if he is not working for the company for a longer period  
20 of time.

21 MR. KIRBY: Is that an issue on the layoff?

22 MR. NUNES: I just read it to you, Kirby, after the layoff.

23 MR. HOFFMAN: The man has to resign or quit.

24 MR. FOX: When the man's vacation was paid, there wasn't  
25 any question about it. He accepted it as such, and we accepted  
26 it. That is the way we had always done it. Then, later, after



1 the strike was settled, the issue came out and the grievance was  
2 presented.

3 MR. HOFFMAN: Was he still on layoff?

4 MR. FOX: No, he's a regular employee.

5 MR. KIRBY: He was working steadily then, from the point of  
6 the strike until now?

7 MR. NUNES: Wait a minute. Correct me if I am wrong, but at  
8 the time of the strike or the layoff, did you at that time pay  
9 everybody their vacation pay?

10 MR. FOX: Yes -- no, wait, I am sorry. We did not pay  
11 everybody their vacation. We paid the people who requested their  
12 vacation pay, and I have a listing here of all the people we  
13 paid and all the people who we didn't pay.

14 MR. NUNES: The union's contention is that the man had one  
15 more day at the time of layoff, and he should have received that  
16 other day.

17 MR. LAWLOR: There isn't any question as to whether it is  
18 accrued?

19 MR. KIRBY: The company doesn't contend that?

20 MR. FOX: Our policy has always been -- a gentleman resigned  
21 here three months ago. We paid him his day he had accrued, and  
22 we put it on his paycheck when he resigned and left. In essence,  
23 what they are asking is, in my opinion, if there is accrued more  
24 than 12 days a year with a man with less than three years'  
25 seniority, I don't think that is how the contract reads. That  
26 is our position.



1 MR. NUNES: Shall I go into the second one, now?

2 MR. HOFFMAN: I would like to get this first one straightened  
3 out.

4 The only thing that I want to know from the company's view-  
5 point, the way you stated it at the beginning, you do not include  
6 an employee's vacation until he attains seniority. You don't go  
7 back to the date of hire?

8 MR. FOX: That is not completely true, Freddy. We figure if  
9 a man has got 13 days in a given month, it states that he has  
10 accrued a vacation date. The only discrepancy we have is that  
11 it is from the anniversary to the anniversary date, and if he  
12 requests it, we pay him.

13 MR. HOFFMAN: The man started on February 7th of 1969. That  
14 was his first date of hire. February 6 of 1970, he would have  
15 had his 12 months or one year.

16 MR. FOX: If he had requested the vacation, we would have  
17 paid him.

18 MR. HOFFMAN: And he would be entitled to 12 days.

19 MR. FOX: If he had asked for it on the next month, we are  
20 going to pay 12 days.

21 MR. HOFFMAN: Well, his anniversary date would be February  
22 6 of 1970.

23 MR. FOX: It would be his anniversary date.

24 MR. HOFFMAN: Plus fringe benefits.

25 MR. FOX: If he had asked for it at that point, we will  
26 pay him 12 days. That is all we are going to pay in one year,



1 12 days. If he had asked for that vacation the following May,  
2 we still only pay him 12 days.

3 MR. HOFFMAN: But, you pay him the 12 days from February 6  
4 of 1969 through February 7 of 1969. The 12 days would be through  
5 February 6 of 1970. That is when he earned his year and he  
6 earned the 12 days.

7 MR. FOX: Correct.

8 MR. HOFFMAN: His anniversary for the next vacation starts  
9 on February 7 of 1970 through February 6 of 1971.

10 MR. FOX: For vacation purposes.

11 MR. HOFFMAN: Right. That is his anniversary date. His  
12 anniversary date starts from the date of hire.

13 MR. FOX: Freddy, it is getting confused now. The first  
14 day of work was February 7, and he didn't gain his seniority  
15 until February 27.

16 MR. HOFFMAN: He worked 13 days that month.

17 MR. NUNES: Fox' contention is that this month of February  
18 he holds back. Say, if I earned my 12 days, but actually I have  
19 earned 13 days, and he won't pay me that 13 days because it was  
20 prior to my anniversary date. The only time he pays it to me is  
21 if I quit or was fired.

22 Now, isn't that what you said earlier?

23 MR. FOX: Excuse me?

24 MR. NUNES: Because the contract says 12 work days, is what  
25 you are going to pay him a year; so if I started February 7 to  
26 the 27th, I have got one day earned; but you don't count that one



1 day, you counted from the 27th on.

2 MR. HOFFMAN: Let me ask the company this --

3 MR. KIRBY: February must count.

4 MR. HOFFMAN: --if a man started February 7 of 1969, say on  
5 March 15 of 1970 the man was laid off, what would you have paid  
6 him at that time?

7 MR. FOX: On March what?

8 MR. HOFFMAN: On March 15 of 1970. Say he worked 13 months,  
9 would you pay him off then?

10 MR. FOX: You are talking about February 7?

11 MR. HOFFMAN: He started on February 7. He would be  
12 entitled to 12 days on February 6 of 1970. He worked through  
13 March 15 of 1970, and what would you have paid him?

14 MR. FOX: He would have accrued 13 days.

15 MR. HOFFMAN: He would have received how many days?

16 MR. FOX: He would get paid for 12. He got 13 accrued.

17 MR. HOFFMAN: And he got laid off on March 15, 1970.

18 MR. FOX: He would have 13 days accrued at that point.

19 MR. HOFFMAN: And he would be paid 13 days.

20 MR. KIRBY: The only point for the matter of the record,  
21 and I think, Roy, I have asked this to you, if the man had worked  
22 13 days a year which has gone by, we agree that as of January  
23 1970, the man has 12 months, where he had 13 days.

24 Under the old contract, he had 12 days. He gets another  
25 13 in February of 1970, another 13 in March, April, May, June  
26 and July. He takes his vacation then at the end of July; and he



1 has got six more on the books added to his first 12, hasn't he?  
2 But when he goes on vacation in July, you don't pay him 18 days.  
3 You only pay him the 12.

4 Is that your issue?

5 MR. FOX: My issue is that we are only going to pay him 12  
6 days a year.

7 This man drew what would have been simplified, except that  
8 when we first opened this terminal, we agreed with the terminal  
9 manager here to pay these people accrued vacation prior to  
10 establishing their first year anniversary, which is contrary to  
11 the contract. We paid this man five days after he had been on  
12 the payroll five months, which we no longer do. We paid him 13  
13 days from the time he was on the payroll, up to April 3, when he  
14 was laid off. He actually received 13 days' pay for vacation.

15 MR. HOFFMAN: Let me say this then: On February 6 of 1970,  
16 he had his year in. He worked 13 days in the month of March,  
17 right?

18 MR. FOX: Yes.

19 MR. HOFFMAN: And he was laid off on April 3.  
20 How long was he laid off in April?

21 MR. FOX: Practically the whole month. He worked, I think,  
22 three or four days in the month of April. And that was it. We  
23 laid all personnel off here, Freddy, system-wide.

24 CHAIRMAN WILLIAMS: I can't understand where the  
25 complication is, that if I start to work on the 7th, and under-  
26 standing the rules that I have got to work 12 days before I am



1 recognized for seniority --

2 MR. HOFFMAN: 13 days.

3 CHAIRMAN WILLIAMS: 13, so my seniority date is actually the  
4 date I got the 13 days in.

5 MR. HOFFMAN: That is your seniority date.

6 CHAIRMAN WILLIAMS: That is when my seniority starts, and in  
7 this case it was on the 27th.

8 Now, since we recognize the 6th on fringe benefits, then his  
9 year on fringe benefits would have to start from the 6th; and if  
10 you got one day a month per year for vacation, that would be 13  
11 days involved here, if I was laid off, discharged, fired or  
12 what have you.

13 MR. KIRBY: If you are fired, you get 13.

14 CHAIRMAN WILLIAMS: Now, if I am laid off, doesn't the same  
15 thing apply? That is what I am saying.

16 MR. KIRBY: This particular man, as I understand it -- I  
17 see your point. He was laid off in May.

18 MR. FOX: What you are saying is true, Roy. It is only in  
19 direct conflict where it says: A man will only earn --

20 CHAIRMAN WILLIAMS: He still doesn't earn it and, hell, this  
21 happens all over the country.

22 For instance, if a man is actually entitled to a vacation,  
23 and according to seniority, based on the amount of people you can  
24 let loose at the same time; say my anniversary date is February  
25 6, just for argument's sake, it could be that I don't take my  
26 vacation until July because my seniority won't let me go in that



1 length of time. So, the next year I take it then in July, and  
2 the next year after February 6th, I have earned another one.  
3 So, I go then prior to July and you have actually paid me 24 days  
4 in a year's time, but I didn't earn more than 12. But you actual-  
5 ly paid me because this year my seniority wouldn't let me go until  
6 July. February 6th is my anniversary date. I left in July.

7 The next year I go in March, see? So, I go in March and  
8 he paid me. I'd have to go past July for me to earn more than  
9 one vacation; but you can easily pay me more than one.

10 MR. FOX: I paid you, because you accrued it, Roy.

11 CHAIRMAN WILLIAMS: I am saying that, but I didn't earn more  
12 than 12 in a year.

13 MR. LAWLOR: How do you feel you are accruing more than 12  
14 in a year? I don't follow you there.

15 How do you feel there is any conflict in the two arguments.  
16 I don't follow your thinking, and let me understand this: The  
17 man started on February 7 for all intents and purposes, as far  
18 as fringe benefits or as far as vacation, right?

19 MR. FOX: Yes.

20 MR. LAWLOR: On February 6, 1970, he will have accrued 12  
21 days' vacation pay, right?

22 MR. FOX: Yes.

23 MR. LAWLOR: If he wanted a vacation that day, you would have  
24 given him 12 days' pay. At that point he already received five.

25 Then, from February 7 to March 6, he would have then been  
26 entitled to more than one day, is that right? Argue with me if



1 I am wrong.

2 On March 7 to April 3rd, the day of layoff, he would have  
3 accrued more than one day?

4 MR. FOX: Okay.

5 MR. LAWLOR: That would be a total of 14 days?

6 MR. FOX: That is correct.

7 MR. LAWLOR: Why didn't you pay him 12 days?

8 MR. FOX: He hadn't accrued it. He had already been paid  
9 five. He didn't have 12 days accrued.

10 CHAIRMAN WILLIAMS: Accumulative to the total of 12, he is  
11 saying.

12 MR. LAWLOR: It would seem to me that I would have paid him.  
13 You already paid him five days. I would have given him seven  
14 days.

15 MR. FOX: There is no argument in this area. If you lay a  
16 man off, he can demand pay for all time accrued.

17 MR. LAWLOR: If you did one or the other, I don't follow you.  
18 In other words, if you paid just 12 on April 3rd, you would have  
19 given him seven day's pay.

20 If you paid all the days accrued, you would have paid him  
21 nine.

22 MR. FOX: He demanded his pay in full. We thought we had  
23 paid him in full.

24 MR. NUNES: But they still paid back the one day.

25 MR. FOX: Yes.

26 MR. LAWLOR: The whole confusion is that you feel you don't



1 owe him vacation pay for February, 1969, isn't that it?

2 MR. FOX: No. There is a controversy here to that effect.

3 MR. LAWLOR: What is the controversy?

4 MR. FOX: I think it was cleared up in the past grievance on  
5 this thing when it talked about: if you are going to establish  
6 the fact that the man earns 13 days, and he has earned a vacation  
7 in the early part of February, the only thing I am saying is that  
8 if we pay it on that basis, we are paying 13 days' vacation in  
9 the first year of employment.

10 MR. LAWLOR: No, you are not. I disagree.

11 CHAIRMAN WILLIAMS: Off the record.

12 [Remarks outside the record.]

13 [Executive session.]

14 MR. KIRBY: Based on the facts presented in this case, due  
15 to a layoff, the man is to receive all vacation pay accrued,  
16 based on each month that he has worked, 13 days or more. That  
17 is the contract.

18 MR. HOFFMAN: Second the motion.

19 CHAIRMAN WILLIAMS: All those in favor, signify by saying  
20 "Aye."

21 Those opposed?

22 The motion is carried.

23 [Whereupon, the parties returned to the hearing room and  
24 the motion was read by Mr. Kirby.]

25 (No fee in this case.)

26 MR. NUNES: For the record, I went over with the employer



1 on the Ben Shaw case. Although it is a similar type of case, Ben  
2 Shaw has been paid everything he is entitled to, so there is no  
3 claim for pay.

4 MR. LAWLOR: There is no case on that one?

5 MR. NUNES: The decision will take care of his, too.

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CASE #11-70-5658

NOVEMBER 11, 1970

2:36 P.M.

LOCAL 315, MARTINEZ, CALIFORNIA and

PACIFIC MOTOR TRUCKING

SPECIAL JC #7 COMMITTEE

UNION COMMITTEE:

EMPLOYER COMMITTEE:

ROY WILLIAMS, Chairman  
FRED HOFFMANGORDON KIRBY  
CHARLES LAWLOR

Sergeant-at-Arms: ROY NUNES

## APPEARANCES:

WILLIAM HILLEBRAND appeared on behalf of the employer.

VINCE ALOISE appeared on behalf of Local 315.

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CHAIRMAN WILLIAMS: The spotlight is on you, my friend.

MR. ALOISE: We are filing this on Past Practice. The company, in the past, has always paid the doubles rate for anything done in Local 315. All drivers in 315 get the doubles rate even if some weekend work comes up.

I have got the dates here. It came up on 7-25-70, I think; and the company paid the men for what they did: whether they were hostling, they paid them hostling; if they drove a single, they paid them for that; or if it was platform, they paid them platform.

Two weeks later they went through the same thing and paid everybody doubles again, or this was a week later.

But, our position is that they always paid the doubles, regardless of what date it was, and now they are trying to cut



1   them back to the classification of what they worked.

2       MR. HILLEBRAND: This is basically the right information.  
3   We do pay our people out of Richmond the doubles rate of pay, and  
4   we always were paying them the doubles rate of pay up until the  
5   time of the new contract where you have in your Section 7-Rotation  
6   of Saturday, Sunday and Holidays; and Item (f), which says, "Men  
7   receive wage rates for classification work."

8       At that time is when we went to the contract on weekends,  
9   Saturday, Sunday and holiday work where we paid a man for the  
10   exact classifications they worked. If they come in, we post up  
11   or tell a man when we want a hostler or five dockmen; and he  
12   accepted that. He gets a dock rate of pay.

13       Mr. Aloise said that the second week we did pay the doubles;  
14   and the reason being was that we were told if we didn't pay it  
15   at that time, we wouldn't have anybody to work, and we had to  
16   absolutely work that day.

17       Mr. Aloise was not the one I talked to, but we are just  
18   strictly going according to Section 7 of the contract, when men  
19   received their rate for classification work on the weekends.

20       CHAIRMAN WILLIAMS: Anything else?

21       MR. ALOISE: To reiterate, they have been paying this up  
22   until the 25th of July. The contract, I think, came into effect  
23   May 20th, and they still paid it.

24       MR. HOFFMAN: May 18th.

25       MR. ALOISE: May 18th. They paid the doubles rate up to  
26   that Saturday.



1 MR. LAWLOR: If they go out during the week for this ware-  
2 house work you are talking about, what do you pay them?

3 MR. HILLEBRAND: During the week, Monday through Friday, we  
4 paid all our people at Richmond the hostlers' double rate of pay.

5 CHAIRMAN WILLIAMS: Excuse the parties.

6 [Executive session.]

7 MR. HOFFMAN: Based on the facts presented in this case,  
8 the claim of the union be upheld.

9 MR. KIRBY: Second.

10 CHAIRMAN WILLIAMS: All those in favor, signify by saying  
11 "Aye."

12 The motion is carried.

13 [Whereupon, the parties returned to the hearing room and  
14 the motion was read by the reporter.]

15 (The company pays the fee.)

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1 CASE #8-70-5499

NOVEMBER 11, 1970

2:50 P.M.

2 LOCAL 70, OAKLAND, CALIFORNIA and

3 PETERS TRUCK LINES

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 Sergeant-at-Arms: ROY NUNES

9 APPEARANCES:

10 JACK McCLURE appeared on behalf of the employer.

11 CHUCK MACK and BOB FREITAS appeared on behalf of Local 70.

12 - - -

13 MR. MACK: This is the case where the 85 men did 70 work.

14 MR. KIRBY: Yes.

15 MR. MACK: In this particular case, on Wednesday, June 3rd,  
16 1970, a Local 85 man worked the platform at Peters Terminal,  
17 Local 70 jurisdiction.

18 The union feels that the members of Local 70 should have  
19 performed this work.

20 Now, what happened is this: A Local 85 man, who has no  
21 right to begin with -- but he has done this and has done it for  
22 a while -- comes over to the terminal in Oakland from San Francisco  
23 He comes over here empty and picks up the freight, which originat-  
24 ed on our side of the Bay, and delivers that. That is not this  
25 case.

26 The facts in this case are that the guy came over to our



1 side of the Bay. Some of the freight he wanted was loaded in the  
2 van, and that was parked on the other side of the dock. This guy  
3 went over and moved freight aside to take out the marks that he  
4 wanted to get out, and trucked back out across the dock over to  
5 his pickup. We recognize that 85 men can come into our  
6 jurisdiction, of course, work the platform on his section, and  
7 put it on bobtail or trailer, whatever he has, in accordance  
8 with the past decision of this Grievance Panel; but an 85 man  
9 cannot come over, across the dock, into the inbound side to get  
10 the freight out; and we feel when the man was instructed to do  
11 this by the supervisor at that time, that the supervisor was  
12 violating the provisions of the contract, and we have a pay  
13 claim.

14 Those are the facts in the case.

15 CHAIRMAN WILLIAMS: Okay, go ahead, sir.

16 MR. McCLURE: Well, the facts are that this man is there  
17 for the prime purpose of getting his own freight for delivery  
18 in San Francisco. He shows up over there, loads his own stuff,  
19 gets out, comes over to San Francisco and gets it.

20 At the end of the day, he takes his load back and unloads.  
21 All he touches is the freight concerned with in San Francisco.  
22 This is management's contention.

23 CHAIRMAN WILLIAMS: Well, let me ask a question, Mack.

24 Supposing this freight that we are now talking about had  
25 been in a bay, or I assume there's a place to put the freight  
26 that is unloaded by Local 70 people into an area for this, or



1 any other driver, whether he be interline or what have you, and  
2 had this been loaded in that bay, and he came over and loaded  
3 it onto his pickup truck, took it over and delivered it in San  
4 Francisco, would there have been any claim here?

5 MR. MACK: Not in this particular case, no.

6 CHAIRMAN WILLIAMS: Your claim is: that since the freight  
7 he wanted was in another trailer, it created a problem of moving  
8 some freight to get his, is that what you are saying?

9 MR. MACK: Yes. He didn't have the right to wonder all over  
10 the dock. It was in a particular location on the dock. Of  
11 course, he has that right to take it off. That has been the  
12 decision of the Panel before.

13 CHAIRMAN WILLIAMS: Anything else to add, anybody?

14 Excuse the parties.

15 [Executive session.]

16 MR. HOFFMAN: I would like to make a motion. Based on the  
17 facts in this case, the claim of the union is upheld.

18 CHAIRMAN WILLIAMS: You have heard the motion. Can I get  
19 a second?

20 MR. KIRBY: Second.

21 CHAIRMAN WILLIAMS: All in favor, signify by saying, "Aye."  
22 The motion is carried.

23 [Whereupon, the parties returned to the hearing room and  
24 the motion was read by Chairman Williams.]

25 (The company pays the fee.)  
26

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1 CASE #8-70-5500

NOVEMBER 11, 1970

3:08 P.M.

2 LOCAL 70, OAKLAND, CALIFORNIA and

3 PETERS TRUCK LINES

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

7 Sergeant-at-Arms: ROY NUNES

8 APPEARANCES:

9 JACK McCLURE appeared on behalf of the employer.

10 CHUCK MACK and BOB FREITAS appeared on behalf of Local 70.

11 - - -

12  
13 MR. MACK: On this case, the company is dead wrong in this  
14 case. I know that might sound like that is editorializing --

15 MR. KIRBY: Do you want us to vote on it now?

16 MR. MACK: The company dropped six trailers of their own  
17 vans at Sea-Land on March 14, 1970, and the vans were unloaded  
18 by Teamster Local 70 personnel.

19 This is in direct violation of the Master Freight Contract  
20 and the people working under it.

21 Sea-Land is not a party to the Master Freight Contract, and  
22 they have their own separate agreement.

23 Am I right?

24 MR. NUNES: Yes.

25 MR. MACK: They have their own separate agreement, even  
26 though they are members of Teamsters Local 70.



1 Peters dropped six vans on an overtime day, and had people  
2 that were their employees unload them, and we feel that the six  
3 men who didn't work on that particular day are entitled to  
4 compensation.

5 CHAIRMAN WILLIAMS: Were they dropped in there by line  
6 drivers?

7 MR. MACK: Yes, which makes it worse.

8 Line drivers dropped them in, or some of them.

9 Some of the trailers were dropped at Peters Terminal in  
10 Oakland, and taken over by 70 employees at Sea-Land. Some were  
11 line drivers. They have that jurisdiction in Alameda County.

12 CHAIRMAN WILLIAMS: What I was trying to establish, were  
13 there any people working from 70 for Peters at that time?

14 MR. MACK: On that particular day, no. This was a Saturday.  
15 Those are the facts in the case. This happened on March 14,  
16 1970.

17 MR. McCLURE: We feel just the opposite. There is no claim  
18 involved here for the simple reason that these particular loads  
19 are agricultural commodities. They are potatoes hauled out of  
20 northern California under a contract with the government.

21 The contract calls for Sea-Land to furnish us their vans,  
22 and we pick up their empties and take them up there, and they  
23 are loaded and brought back by our drivers and dumped off at  
24 Sea-Land. Sea-Land does all the unloading.

25 On this particular incident, Sea-Land was short six vans.  
26 They could not furnish the vans, and they made arrangements with



1 our company to furnish the vans to them. We picked the potatoes  
2 up and brought them down.

3 Now, three of these loads were brought down by sub-haulers,  
4 not by Peters' employees. Two of the three loads were brought  
5 down on Friday, the 13th, by Steve Graff Trucking Company, a  
6 sub-hauler for Peters.

7 One of the loads was brought down on Saturday, the 14th,  
8 by a sub-hauler contractor, Sand and Gravel. Three of the other  
... 9 three loads were brought down by Peters' line drivers on Saturday,  
10 the 14th and dropped off at Sea-Land.

11 Part of Sea-Land's contract with the government was to  
12 unload these vans the next day or two, whenever it was; and the  
13 next week, we picked up our vans as needed.

14 In each instance, these vans were, in effect, Sea-Land vans  
15 and they were doing the work they always do. We do not partake  
16 in the unloading of any of those vans on that contract arrange-  
17 ment we have with the government on the hauling of the potatoes.

18 Therefore, we don't feel that a claim is in order.

19 CHAIRMAN WILLIAMS: Anything else?

20 MR. MACK: Yes. I want to say some things regarding this:

21 Every time we seem to put in a claim against them, they  
22 bring in the agricultural and horticultural.

23 The fact is, that our employees at the Oakland location  
24 unload potatoes often. They take them to every frozen food place  
25 in our jurisdiction. In fact, all the times that I know of  
26 where they come into the Oakland Terminal, then they are delivered



1 by Oakland employees.

2 Now, the fact that the contract has been violated here, I  
3 don't think is disputable. The company gave the work to non-  
4 bargaining unit people to do, which is in violation of the  
5 contract.

6 The question of the government lease, the trailers can be  
7 leased to Sea-Land, and Sea-Land employees can do it on a lease  
8 arrangement for the government contract, and I don't think this  
9 is a valid argument. We all remember, hopefully, that there  
10 was a case here one time involving Hutchinson Drayage, where they  
11 made the same claim; where they leased equipment to another  
12 place of business and went up to that place of business to do  
13 loading or unloading. In that case, the panel found in their  
14 favor. There's no other way around this. There's no reason for  
15 it. They had their employees, and they just didn't want to call  
16 them in and pay them the time and a half pay.

17 CHAIRMAN WILLIAMS: The company said one thing, Mack; they  
18 never unloaded the vans that go to Sea-Land. Is this true?

19 MR. MACK: With one difference. It would have been  
20 different, and we would have put in no claim if they were Sea-  
21 Land vans; but they are not Sea-Land vans. They are Peters'  
22 own vans that were used in this particular case, it puts  
23 the union in a convenient position. If they have to run around  
24 and determine each time one of their own vans comes down whether  
25 they formerly carried for this carrier and they changed vans  
26 this one time, therefore because the freight was formerly hauled



1 in other vans, we wouldn't have a claim in this particular case.  
2 It was done in those vans by Peters. We don't know if they have  
3 done it in the past, or whatever the case might be.

4 MR. LAWLOR: One question, Chuck: If it were the reverse  
5 situation and Peters was using a Sea-Land van to transport  
6 something you normally unloaded, would you say that by the fact  
7 they were moving something in Sea-Land vans, removed Peters from  
8 that responsibility?

9 MR. MACK: No.

10 MR. LAWLOR: In other words, what they did do here, if I  
11 understand you right, they are using Peters vans as a substitute  
12 for Sea-Land vans to haul Sea-Land freight. What I am saying is:  
13 Would you feel the same way if it was reversed and they were  
14 using Sea-Land vans to haul?

15 MR. MACK: In this particular case, the fact that they are  
16 using Sea-Land -- well, the only fact we know for sure is that  
17 they are using Peters' vans, you know; and if the freight is  
18 Sea-Land freight coming by Sea-Land vans, they don't even have  
19 to transfer the freight if it goes into that particular terminal  
20 and is loaded on the ship; but in this particular case, they need  
21 to have a transfer. When they had to have a transfer -- because  
22 that stuff had been transferred, rather than sitting on the Sea-  
23 Land vans -- we are entitled to do the work.

24 MR. HOFFMAN: You say it was agriculture. What was it that  
25 they were hauling?

26 MR. McCLURE: Potatoes.



1 MR. HOFFMAN: Sacked potatoes?

2 MR. McCLURE: Yes.

3 MR. HOFFMAN: What contract were these people under?

4 MR. McCLURE: We had to have a bid contract with the  
5 government.

6 MR. HOFFMAN: I am not talking about the contract with the  
7 government. The employer brought the potatoes down.

8 MR. McCLURE: Do you mean the sub-haulers?

9 MR. HOFFMAN: Your equipment, whoever was driving it, what  
10 contract were they working under?

11 MR. McCLURE: I don't know.

12 MR. MACK: They are working under the Line Contract.

13 MR. KIRBY: I can tell you that Peters does have an A and H  
14 Agreement. It all depends on the haul.

15 MR. MACK: They run all three together, whatever is  
16 convenient for them.

17 The guy that hauls it down from Redding comes into the  
18 Line Contract.

19 MR. KIRBY: It all depends on what merchandise they are  
20 hauling, if you check with the local that handles those line  
21 drivers.

22 CHAIRMAN WILLIAMS: Let me ask a question here, just to  
23 clarify this in my mind, because I am looking at Section 2 here,  
24 and there is no dispute that it was potatoes.

25 Supposing that the Sea-Land had three of these trailers and  
26 they came into Sea-Land, as I understand it, then Mack wouldn't



1 make the claim.

2 Now, supposing that the "Roy Williams Company" had a  
3 trailer rental place, and Sea-Land rented these trailers and  
4 brought them into Sea-Land. What would have been your position?

5 MR. MACK: Do you mean of the union?

6 CHAIRMAN WILLIAMS: Yes.

7 MR. MACK: If Sea-Land rented the trailers, if they rented  
8 them, there would be no claim.

9 MR. HOFFMAN: And these were potatoes, and they are still  
10 bringing up the agriculture here. I know that one pretty well,  
11 too.

12 MR. McCLURE: I am not trying to play a game.

13 MR. HOFFMAN: Where were the potatoes picked? Were they  
14 picked up from the warehouse or right from the field or what?

15 MR. McCLURE: They were picked up at McDowell, California  
16 and these potatoes were loaded into the vans.

17 MR. HOFFMAN: From a warehouse or what? That is the part  
18 I'd like to know.

19 MR. McCLURE: Well, I can't really competently tell you.

20 Peters' people do not load the vans up there. They are  
21 loaded, as a government contract, by the source that furnishes  
22 the potatoes.

23 MR. HOFFMAN: Are these processed or sacked or are they  
24 always by an agricultural agreement. The agricultural agreement  
25 is from the field to the cannery.

26 Now, if that's one, it's one thing; but if it was picked up



1 in the warehouse and processed, that is what I don't know.

2 MR. McCLURE: Looking at these bills, I would have to assume  
3 that they are picked up in the field or through a field  
4 process. The shippers are the farmers.

5 MR. MACK: I dispute that. I can't see how you can pick up  
6 six vanloads of potatoes on one particular date and bring them  
7 in.

8 CHAIRMAN WILLIAMS: He didn't pick them up in the same day.  
9 He brought two or three of them in on Friday, and one load came  
10 in on Saturday.

11 MR. MACK: These were all picked up at the same time, there.

12 MR. McCLURE: There are different bills on each shipment.

13 MR. LAWLOR: You don't think you can load six loads of  
14 potatoes in one day, do you?

15 My God, you would get 40 loads of potatoes.

16 CHAIRMAN WILLIAMS: Off the record.

17 [Remarks outside the record.]

18 CHAIRMAN WILLIAMS: It is very hard to tell, with the bills.  
19 It certainly says that they did come from Farms, Incorporated;  
20 and they could or could not have had a warehouse. So, I don't  
21 think we can determine it here.

22 Is there anything else on this case?

23 MR. LAWLOR: Do you happen to know whether Peters charged  
24 Sea-Land extra, over and above what they hauled in Sea-Land  
25 trailers?

26 MR. McCLURE: I don't know.



1 CHAIRMAN WILLIAMS: Excuse the parties.

2 [Executive session.]

3 MR. KIRBY: Based on the facts in this case, the claim is  
4 denied.

5 MR. HOFFMAN: Second.

6 CHAIRMAN WILLIAMS: All those in favor, signify by saying  
7 "Aye."

8 The motion is carried.

9 [Whereupon, the parties returned to the hearing room and  
10 the motion was read by the reporter.]

11 (The union pays the fee.)

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CASE NO. 11-70-5651 NOVEMBER 11, 1970

3:36 P.M.

LOCAL 70, OAKLAND, CALIFORNIA and

DELTA LINES, INC.

SPECIAL JC #7 COMMITTEE

UNION COMMITTEE:

EMPLOYER COMMITTEE:

ROY WILLIAMS, Chairman  
FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

Sergeant-at-Arms: ROY NUNES

APPEARANCES:

WILLIAM BACIGALUPI appeared on behalf of the employer

LOU RIGA appeared on behalf of Local 70.

- - -

CHAIRMAN WILLIAMS: Lou, you are on.

MR. RIGA: Okay.

The case in question here occurred when a Local 468 driver came down from Sacramento, went down to Berth H, Johnson Lines in Oakland, and dropped a loaded set and picked up two empties and took them back to the Oakland Terminal, where he curtailed his trip for that day.

Now, we have a Local Cartage Agreement with Delta Lines, and they should abide by our work jurisdiction, which they did not; and we are asking pay for the man, and I am sure we had a layoff at that time, for a day's pay for having 468 do our local work.

That is it.

CHAIRMAN WILLIAMS: Go ahead.



1 MR. BACIGALUPI: What happened, we don't feel a 468 man  
2 returned with a set of empties, rather than bobtail, violating  
3 their jurisdiction.

4 He merely brought the empty from the Port to his home base,  
5 where he died; and he dropped a set at the Port. He left  
6 Emeryville to Sacramento, picked up the load, from Sacramento to  
7 the Port, he dropped the load and picked up two empties and  
8 brought them back to Emeryville.

9 MR. LAWLOR: Who unloaded the trailer?

10 MR. BACIGALUPI: Local 70.

11 MR. LAWLOR: That day or the next day?

12 MR. BACIGALUPI: I don't know.

13 CHAIRMAN WILLIAMS: I don't have any questions.

14 Excuse the parties.

15 [Executive session.]

16 MR. HOFFMAN: I make a motion that based on the facts in  
17 this case, the claim of the union be upheld.

18 MR. KIRBY: Second.

19 CHAIRMAN WILLIAMS: You have heard the motion. All those  
20 in favor, signify by saying, "Aye."

21 Those opposed?

22 The motion is carried.

23 [Whereupon, the parties returned to the hearing room and  
24 the motion was read by Chairman Williams.]

25 (The company pays the fee.)

26 - - -



1 CASE #11-70-5706

NOVEMBER 11, 1970

4:30 PM

2 LOCAL 315, MARTINEZ, CALIFORNIA and

3 BIGGE DRAYAGE COMPANY

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 Sergeant-at-Arms: ROY NUNES

9 APPEARANCES:

10 GLEN HOLTWICK appeared on behalf of the employer.

11 JOE DAVIS, VINCE ALOISE and DICK SARMENTO appeared on behalf  
12 of Local 315

13 - - -

14 MR. DAVIS: To go back to the beginning, this case was  
15 filed on 2-18-70 where we asked a day's pay for 12 days for a  
16 man by the name of Ken Jones, who was off and available in the  
17 hiring hall, and the company would not utilize any 315 men.  
18 All they would utilize was 20 men between Local 70 and Local 468  
19 on the pickup and delivery in Contra Costa County on certain  
20 jobs.

21 Then when things slacked off in Contra Costa County, they  
22 didn't want to lay off the qualified men, so then they asked if  
23 they can use Local 315 men in 70 jurisdiction; so they did by  
24 signing an agreement between Joe Arena, myself, and Mr. Reicher,  
25 who is the manager of Industrial Relations, where it says that  
26 they shall use 50 percent 315 and 50 percent 70 men, so that  
was ruled on. It was a jurisdictional dispute.



1        So then, under that case number 3-0-LD 5353, this was under  
2        the provisions of Article 30, the case was referred to the  
3        proper tribunal for determination, which we set up a meeting  
4        with Joint Council 7.

5        On August 4, it rendered that all work performed in that  
6        local jurisdiction, belonged to that local union.

7        So, I wrote Mr. Holtwick a letter on August 7, and asked him  
8        that after we got this decision, if he would send a check to the  
9        local union on behalf of Ken Jones for the same amount of money  
10       he paid Local 70.

11       He refused, or he didn't give me an answer.

12       That case was upheld in the union's behalf, and we are here  
13       today.

14       I have got a picture here, if the panel is interested, where  
15       they come over and pick up in Richmond and park 90 percent of  
16       the rigs in Contra Costa County.

17       On account of the time limits to take the tractors home,  
18       they come back the next morning, and deliver anywhere from 20 to  
19       40 miles in 315.

20       At this time, one available man was off and available.

21       I rest there, with the right to rebutt.

22       Do you have anything further?

23       MR. ALOISE: No. That covers it pretty well.

24       MR. KIRBY: Question --

25       MR. DAVIS: Before you ask that, I would like to add one  
26       thing, and Mr. Holtwick keeps asking me, that was for steel



1 girders. When that was made up with Local 70 and the company  
2 and myself, that was a BART transfer.

3 They do haul steel girders over the freeway and cement  
4 encased with steel; so it all has to do with hauling girders for  
5 this BART Rapid Transit deal.

6 MR. HOFFMAN: You have got me confused, Joe.

7 What is the position of Local 315, that Local 70 or 85 or  
8 whatever the local was that you mentioned, are coming into  
9 Contra Costa County and picking up in Contra Costa County and  
10 delivering within Contra Costa County?

11 MR. DAVIS: Yes, sir. That is why we made this deal.

12 MR. HOFFMAN: I don't know about the deal.

13 MR. DAVIS: Maybe I explained myself wrong; but that is the  
14 way it was made, this way, to keep the qualified men --

15 MR. HOFFMAN: Well, going by what the contract says, "Pick-  
16 ing and delivering within the jurisdiction of the local union."

17 MR. ALOISE: Right.

18 MR. KIRBY: Joe, this case was originally referred to the  
19 Jurisdictional Committee under Article 30, is that right?

20 MR. DAVIS: Right.

21 MR. KIRBY: When did they hand down their jurisdictional  
22 decree?

23 MR. DAVIS: August 4. I have the letters to 468, Local 70  
24 and myself, and it was August 4.

25 MR. KIRBY: Is your pay claim prior to August 4?

26 MR. DAVIS: The pay claim was for the 2nd.



1 CHAIRMAN WILLIAMS: He is asking for 12 days, is what he  
2 is asking for.

3 MR. DAVIS: When they performed this work, 12 days the man  
4 was available.

5 CHAIRMAN WILLIAMS: I assume, Joe, that there is no claim  
6 built up since that time you are talking about, just 12 days,  
7 is that right?

8 MR. DAVIS: Just when this one man was off and available.

9 MR. ALOISE: This is what we worked out with 70, Freddy.

10 (Mr. Aloise handing a document to Mr. Hoffman.)

11 MR. ALOISE: Roy, see how specialized that work is?

12 MR. DAVIS: That is why they won't qualify guys.

13 MR. ALOISE: You couldn't just call anybody out for that.  
14 The girders weigh 120 tons.

15 MR. HOLTWICK: They weigh between 80 and 120, yes. They  
16 have 16 of them on this job, 16 girders.

17 CHAIRMAN WILLIAMS: Does the company want to continue?  
18 We haven't heard from you as yet.

19 MR. HOLTWICK: I haven't been asked to testify.

20 CHAIRMAN WILLIAMS: I asked you a while ago, and then we  
21 got to arguing.

22 MR. HOLTWICK: Yes, I would like to.

23 CHAIRMAN WILLIAMS: I thought surely you would have something  
24 to say.

25 MR. HOLTWICK: This agreement Mr. Davis has, so far as our  
26 company is concerned, it is not an agreement. Mr. Reicher has



1 no authority to enter into any agreement with reference to the  
2 labor contract, so far as Bigge Drayage Company is concerned,  
3 and never did have; but be that as it may, what he says in there  
4 is what is generally understood around the house, that there  
5 had been a verbal agreement entered into with Arena, and I think  
6 Johnny Foster, wasn't it?

7 MR. DAVIS: Joe Arena, myself and Mr. Reicher, and I don't  
8 know where you was.

9 MR. HOLTWICK: This was with reference to girders we were  
10 hauling at that time from Richmond to Alameda County, and on  
11 what basis 70 and 315 agreed to, I don't know. I didn't  
12 participate in it.

13 However, when this job came up, it was not into Alameda  
14 County. It was wholly within Contra Costa County, and the job  
15 had been postponed. 16 girders, they weighed from 80 to  
16 approximately 120 tons, and there were only 16 girders. It took  
17 12 days, the 12 days that Mr. Davis said, to haul them. We had  
18 no men on seniority in Local 315 whatsoever. The word got  
19 around about the job, and work was slack, as it is in February;  
20 and 468, Mr. Freitas and Mr. Applebaum told me, cold turkey,  
21 that since our men and equipment were going to originate in our  
22 terminal in San Leandro, go to Richmond, be loaded; go to Danville  
23 or Walnut Creek in Contra Costa County and be unloaded.

24 Then, they were to return to our terminal in San Leandro.  
25 It was short-line work, and they had no interest whatsoever in  
26 any agreement entered into between 70 and 315 and Bigge, verbally



1 or otherwise.

2 I tried to and I did have a pre-job conference. I couldn't  
3 do it other than by a conference telephone call, and Mr.  
4 Applebaum was on the telephone call with Mr. Davis and myself.  
5 Mr. Sarmiento was not in on it. Mr. Applebaum told Mr. Davis  
6 just what I am telling you right here, "You use my men or I'll  
7 file a run-around on you."

8 Now, I personally did think that Applebaum was right, in  
9 my own mind. I checked it out with our labor council at C.T.A.,  
10 and they felt he was right. He told Mr. Davis, before we did  
11 the job. It was the day he was leaving for -- what do you call  
12 this grievance in Fresno?

13 Anyway, Mr. Davis filed a run-around.

14 I used Local 468 men. When I ran out of them, I did as I  
15 told Mr. Sarmiento I would do, I filled out with 70 men, if we  
16 had any available that qualified, and that is all I have to say.

17 CHAIRMAN WILLIAMS: Anything else, Joe?

18 MR. DAVIS: Not much, without being repetitious.

19 That completes pretty much of my case.

20 MR. HOFFMAN: Who is Reicher?

21 MR. DAVIS: Reicher, he was a wheel before this guy entered  
22 into the picture. I met with him and Dave Perkins, who picked  
23 the guy out from the hall and interviewed him and took him down  
24 and tried him out.

25 MR. HOFFMAN: Was he a labor man?

26 MR. ALOISE: He was an industrial relations man.



1 MR. DAVIS: He was the man you dealt with at that time.

2 They also not only hauled girders on this situation, they  
3 hauled pre-fabbed houses from the shipyard in Richmond, up 16  
4 blocks into the town and city of Richmond, using half 70 men  
5 and half 315 men.

6 This Ken Jones was qualified by the company to haul either  
7 girders or pre-fabbed buildings, and so forth. He often was  
8 available at the hiring hall on these 12 particular days on the  
9 16 girders they hauled.

10 CHAIRMAN WILLIAMS: Anything else?

11 MR. HOLTWICK: Ken Jones was not on our seniority list. I  
12 personally never heard of him.

13 CHAIRMAN WILLIAMS: Anything else?

14 Excuse the parties.

15 (Executive session.)

16 MR. HOFFMAN: I make the motion, based on the facts present-  
17 ed in this case that the claim of the union be upheld with 12  
18 days' pay only for the driver.

19 CHAIRMAN WILLIAMS: Ready for the question. All those in  
20 favor, signify by saying "Aye."

21 Those opposed?

22 The motion is carried.

23 (Whereupon, the parties returned to the hearing room, and  
24 the motion was read by Chairman Williams.)

25 (The company pays the fee.)

26 - - -



1 CASE NO. 11-70-5704

NOVEMBER 11, 1970

4:58 PM

2 LOCAL 70, OAKLAND, CALIFORNIA and

3 TRANSCON LINES.

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 APPEARANCES:

9 AL PADRO appeared on behalf of the employer.

10 ROY NUNES, BOB STAGE and GEORGE HANSON appeared on behalf of  
Local 70.

11 - - -

12 MR. KIRBY: This is an Article 6 and 60 case. The union  
13 feels the employee should be paid the hostlers' scale, according  
14 to the grievance filed by the union in case 2-0-LD 5290.

15 The company did not agree. The relief being sought: request  
16 on this scale be paid.

17 MR. NUNES: The union, on January 29th of 1970 filed a case  
18 under the Maintenance of Standards, and also under Article 60  
19 where the company paid the hostlers' scale.

20 The union knows what the agreement specifies as to a  
21 hostler, and describes his duties. So, we are here only to talk  
22 about the rate of pay and not actually the hostler's duties.

23 The company, historically, has paid the men the highest  
24 scale, and to explain that: If I am a bobtail driver and I  
25 check my water, oil and fuel, I receive the heavy-duty scale.  
26 If I was a heavy-duty driver and checked my water, oil and fuel



1 or didn't check it, I received the doubles scale. That is why we  
2 came to the hostlers' rate.

3 Now, when we filed the case and when we based it in this  
4 manner in a prior agreement between Chuck Mack and Wesley Hayden,  
5 the then Operations Manager for Transcon Lines, in the month of  
6 February the company agreed to pay the hostler rate on checking  
7 water, oil and fuel of the vehicle assigned to the driver.

8 This higher rate of pay was not just to be paid when adding  
9 any of the above-mentioned things, but for checking only.

10 The company has continued to pay this higher rate throughout  
11 1969 and 1970, in spite of a bulletin passed December 15, 1969;  
12 and the company still continued to pay this higher rate of pay  
13 up and until the second bulletin passed, stating the company  
14 would no longer pay the higher rate for checking water, oil and  
15 fuel.

16 Therefore, when checking or performing the checking of the  
17 trucks, the Local union fully understands the Hostler Provision  
18 in the contract, but because management agreed to pay each and  
19 every driver for water, oil and fuel, we feel they have establish-  
20 ed a rate of pay for those men involved.

21 To further substantiate the proof, on December 15 of 1969,  
22 Mr. Gary Bowen, the Terminal Manager, posted a notice on the  
23 bulletin board and it said: "Hostler wages, please be informed  
24 that Transcon Lines intends to pay the hostlers' rate to employees  
25 only if those duties performed, as described in our Article 51,  
26 Section 8, Paragraph A and B of the National Master Agreement and



1 Local Supplement Agreement is performed."

2 So, it proves that the men never did the hostling duties  
3 as provided in the agreement.

4 CHAIRMAN WILLIAMS: They were to get the hostling pay for  
5 checking the fuel, oil and water?

6 MR. NUNES: Not necessarily. They have to add water and  
7 fuel.

8 CHAIRMAN WILLIAMS: That is what I am saying.

9 MR. NUNES: There were men that didn't write it on their  
10 timecards, is that true?

11 MR. HANSON: That's true.

12 MR. NUNES: Prior to that is when the second bulletin came  
13 out. I had a decision given to me on Joint Council 7 in this  
14 case 2-0-LD 5290, and the meeting date was 3-19-70, "based on  
15 the facts involved in this particular case, the union's position  
16 is upheld. Based on Article 76 and 60 of the current agreement,  
17 there is no monies claimed prior to that date."

18 Again, I would like to say that we did file, and the filing  
19 will show that, and Mr. Kirby read it in the record. This is a  
20 Maintenance of Standards file also.

21 Then, somewhere around August, the company again-- and this  
22 is August of 1970--stopped payment, and said they would no  
23 longer pay it because of the new agreement; and again we filed.  
24 Based on, again, the Maintenance of Standards, the union felt the  
25 employees should be paid the hostlers' scale, according to 2-0-  
26 LD 5290, heard on March 3, 1970.



1        Again, we received another decision on 9-3-70. This case  
2 was 9-0-LD 5783, I believe.

3        MR. PADRO: 5733.

4        MR. NUNES: The motion was based on Article 62 of the old  
5 agreement that the union claim be denied. That deadlocked, and  
6 again, I would like to say we did file it under the Maintenance  
7 of Standards. We are holding to the Maintenance of Standards.

8        Would you like to elaborate on this while we are here? If  
9 I have missed something--

10       MR. HANSON: No. All I can say is what I stated at the  
11 previous grievance in Burlingame, indicating that they just cut  
12 it out. They felt that by virtue of having a fuel tanker there  
13 that that augmented our not checking the vehicles. Consequently,  
14 they indicated at that time, the Terminal Manager did, that we  
15 would not have to do that any more because they did that with  
16 a particular tanker. Aside from the fact that prior to the  
17 tanker they had a hostler that was specifically designed to do  
18 this particular thing, and with the idea in mind that they could  
19 have conceivably missed a few vehicles so far as checking fuel,  
20 water and oil; therefore, again they put the responsibility upon  
21 the men.

22       Now, in addition to all this, due to the fact we do not  
23 check fuel, water and oil under the current policy of the company,  
24 there have been numerous breakdowns which I reiterated in the  
25 previous grievance. But, in addition to that, it vexes me no  
26 end that the company, aside from the fact that they do not



1 simply care for their equipment, at least allow for the life of  
2 the members; because in a lot of instances, believe it, they have  
3 been out in the road when the trucks have broken down on the  
4 Bay Bridge, winter, summer, you name it. The elements are there,  
5 and virtually they are taking their life in their own hands.

6 Naturally enough, when a truck breaks down and they have no  
7 recourse under the present agreement, and I have known numerous  
8 trucks and drivers and dates where these things have taken place  
9 to the time that this has expired, and it is a poor situation at  
10 best.

11 MR. NUNES: I would like to add to this to show you how  
12 complex this thing is. These men also received the hostlers'  
13 rate of pay if they removed or put on the spare tires into the  
14 rack of the line equipment. They also get the hostlers' rate  
15 of pay for parking. This is what I am saying, when the  
16 Maintenance of Standards is not a past practice, it is over and  
17 above the agreement.

18 MR. HANSON: In addition, they are replacing lightbulbs.

19 CHAIRMAN WILLIAMS: Let's hear from the company.

20 MR. PADRO: Both of the cases Mr. Nunes referenced, they are  
21 both filed under Article 6, as he adequately stipulated; and  
22 also Article 60.

23 The reason why, in August we discontinued paying that is  
24 based on the motion that was carried back in March of 1970,  
25 "Based on the facts involved in this particular case, the union's  
26 position is upheld, based on Article 60 of the current agreement."



1       We discontinued it because there was a new agreement that  
2 took place. It was filed under Article 6 and 60. There is no  
3 established past practice in writing between the local union  
4 and the company regarding this.

5       CHAIRMAN WILLIAMS: But you do admit that you have done it,  
6 that these rates were paid, whether it was in writing or  
7 otherwise. You are not disputing, at this date, that you did  
8 pay what the union is claiming on this work performed by the  
9 drivers?

10       MR. PADRO: In the past, I am not sure. I believe their  
11 claim applies 100 percent of the time, now.

12       The "hostler" has been indicated on their timecard. I  
13 believe that there was an agreement or something to the effect  
14 that if a man checked the fuel and water, and this was previously,  
15 that the hostler rate of pay would be paid.

16       However, prior to the filing, that was changed by bulletin.  
17 It was discontinued, and of course, the grievance has ensued.

18       CHAIRMAN WILLIAMS: This was in August when it was  
19 discontinued?

20       MR. PADRO: That is correct.

21       CHAIRMAN WILLIAMS: Does anybody have any questions?

22       MR. PADRO: I believe, Gordon, you might be able to assist  
23 me in this. I don't know that we had produced the timecards at  
24 the previous grievance.

25       MR. NUNES: No, you did not.

26       MR. PADRO: I thought there had been timecards produced that



1 indicated that some had been paid and some hadn't been paid.

2 MR. HANSON: No.

3 MR. HOFFMAN: LeRoy, how long has the company been paying  
4 these guys here for performing that work? How long has it been?

5 MR. NUNES: Two years.

6 MR. HANSON: A good year and a half.

7 MR. LAWLOR: Was this checking performed during this time?

8 MR. HANSON: Let's put it this way: It wasn't necessarily  
9 enforced, per se; that is, if the company were to ask me, for  
10 example, had I checked my fuel, water and oil, quite naturally  
11 I would answer affirmatively to get the higher rate of pay.  
12 This is not to say that this was done, nor was it done. I am  
13 saying that as far as I know, everybody did do this automatically.

14 MR. PADRO: And the timecard was noted as such, hostler,  
15 correct.

16 MR. KIRBY: How did this come about, George?

17 MR. HANSON: I believe it came about due to a dispatcher  
18 that was there, Jim Carlyle. He had indicated to an individual  
19 that he could fuel his truck. Then, gradually it picked up  
20 whereby an individual, just by virtue of checking the water and  
21 oil, received the hostler rate of pay.

22 The dispatcher thereupon gave us the hostler rate of pay.  
23 Consequently, it was uniform for every bobtail driver from that  
24 day forward to do this. This is how it came about.

25 MR. HOFFMAN: Can I ask the company a question?

26 The way I understand this, it has only been a year and a



1 half or two years, which brings it back to about 1968 that this  
2 Maintenance of Standards or whatever you want to call it, the  
3 employer put into effect prior to 1968 or prior to 1961 -- well,  
4 you were not paying that condition, were you?

5 MR. PADRO: I don't think so.

6 MR. HOFFMAN: It was put into effect the last couple of  
7 years?

8 MR. PADRO: I believe so.

9 MR. HOFFMAN: Under the old agreement, past practice is only  
10 when anything is prior to 1961.

11 Where does the past practice come in, that's the part I  
12 don't get.

13 Do you know, Kirby?

14 CHAIRMAN WILLIAMS: That is the reason why he filed it under  
15 the Maintenance of Standards, because it was a condition agreed  
16 to under the old contract.

17 MR. HOFFMAN: Two years?

18 CHAIRMAN WILLIAMS: That's right. It was agreed to and paid  
19 by the employer.

20 Now, what he is saying, is they are using the language of  
21 the new contract.

22 MR. HOFFMAN: Past practice?

23 CHAIRMAN WILLIAMS: Past practice, which didn't occur prior  
24 to 1961, and therefore he has a Maintenance of Standards.

25 MR. KIRBY: The committee ruled it was a past practice.

26 MR. HOFFMAN: How can they rule it was a past practice if



1 it wasn't in effect prior to 1961?

2 MR. KIRBY: The committee did it. We needed a majority vote.

3 MR. NUNES: This is under Article 6 and Article 60 in the  
4 past filings.

5 CHAIRMAN WILLIAMS: Anything else?

6 MR. NUNES: I would like to state this one thing before  
7 we leave. It amazed me at the time it was brought to the union's  
8 attention that when a driver checks his water, oil and fuel,  
9 that was part of the knowledge of a driver; but the company went  
10 over and above that and said: I will give you the dollar for  
11 you checking that. They deserve to be stuck with it.

12 That's my feelings.

13 CHAIRMAN WILLIAMS: Excuse the parties.

14 (Executive session.)

15 CHAIRMAN WILLIAMS: Based on the facts presented in this  
16 case, the claim of the union is upheld.

17 MR. HOFFMAN: Second the motion.

18 CHAIRMAN WILLIAMS: All those in favor, signify by saying  
19 "Aye." Those opposed?

20 The motion is carried.

21 (Whereupon, the parties returned to the hearing room and  
22 the motion was read by the reporter.)

23 (The company pays the fee.)

24 - - -

25

26



1 CASE NO. 11-70-5602 NOVEMBER 11, 1970 5:24 P.M.  
2 LOCAL 70, OAKLAND, CALIFORNIA and  
3 SEA-LAND

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE: EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 APPEARANCES:

9 SAL MORENO appeared on behalf of the employer  
10 ROY NUNES and TERRY LOPES appeared on behalf of Local 70.

11 - - -

12 MR. NUNES: This case was filed November 3rd with the  
13 Joint State Area, involving the Joint Council 7 Supplemental  
14 Agreement on a grievance filed under the Sea-Land contract,  
15 Article 2.

16 A description of the case being filed: Terry Lopes worked  
17 for Sea-Land from 9-16-70 to 10-9-70. He was worked 12 days.  
18 9 of these days were by request of the employer.

19 The union is claiming subterfuge by the company for not  
20 hiring Terry Lopes. The union requests that Terry Lopes be on  
21 seniority list and receive all back monies due.

22 MR. HOFFMAN: Can I have the dates again?

23 CHAIRMAN WILLIAMS: He went to work on 9-16-70.

24 MR. NUNES: Up to 10-9-70. He worked 12 days, and 9 of these  
25 days were at the request of the employer.

26 CHAIRMAN WILLIAMS: Now, in the Sea-Land contract, did you



1 maintain the 12 days?

2 MR. NUNES: Right. The Sea-Land agreement has a 13-day  
3 provision, and that's why I have to elaborate on this case.

4 According to Lopes, when he first came out of the hall, he  
5 worked for one of the supervisors who felt his work was very good.

6 Mr. Lopes was then asked by the company to fill out a job  
7 application. At that time, Lopes refused, not wanting to give  
8 a reason why.

9 The following day he was asked again to fill out a job  
10 application, and at that time he told the supervisor the reason  
11 why. He said, "I don't want to fill out a job application  
12 because I have just been released from prison and I am on parole,  
13 and I was in jail for strong-armed robbery."

14 And this is what the union is basing their whole case on,  
15 they still requested Mr. Lopes, by name at the hall; and the  
16 supervisor said, "I want you to fill out a job app."; which I  
17 believe you did.

18 MR. LOPES: On the 2nd or 3rd day.

19 MR. NUNES: At this point, they called him every day by  
20 name; and the supervisor says, "I am going to try to get you to  
21 work here."

22 Then, following this, this supervisor goes to Mr. Tom  
23 Morehouse and says, "I'd like this guy to go to work, and tell  
24 him the story."

25 Morehouse makes a statement to the supervisor, "Well, you  
26 get him off to the side and tell him that we will work him, but



1 we can't put him on the payroll because of our security check;  
2 but get him off to the side where nobody is around when you tell  
3 him this."

4 MR. LOPES: They said 10 days a month.

5 MR. NUNES: They were willing to give him 10 days a month.

6 The next time Morehouse talked to him, Morehouse says he  
7 likes his work and he is going to try to get him on steady.

8 Well, they worked him all the way up to the 12 days, and  
9 then he is cut loose.

10 The union feels at this point, does the company hold that  
11 against this man the rest of his life when he admitted to the  
12 company the second day, "I am on parole for strong-armed  
13 robbery"; and they still request him by name.

14 Now, this is wrong, and this is what we always talked about.  
15 This is why I feel the man should be put on and receive whatever  
16 back pay is due since he was cut loose.

17 MR. HOFFMAN: LeRoy, have they hired --

18 MR. NUNES: Every day they hired people out of the hall,  
19 since they cut him loose.

20 MR. LOPES: Every day.

21 CHAIRMAN WILLIAMS: Can we hear from the employer?

22 MR. MORENO: Yes.

23 Jerry came to work for us on September 16, and worked five  
24 days.

25 Now, at the end of five days, since we have had a problem in  
26 the past getting applications made out timely--this was two or



1 three years ago--we have set a local rule that on the fifth day,  
2 under the 13-day clause, on the fifth day an application be made  
3 out by the casual employees.

4 He was asked on the fifth day, which was the 23rd of  
5 September. At that time, he stated that he would rather not make  
6 one out because he had been convicted of a felony; and the fellow  
7 said, "Well, let's see if we can't get the application made out  
8 and run it through the home office and run it through our local  
9 security and see what they come up with"; and he didn't make it  
10 out.

11 They went ahead and worked him up until the ninth day which  
12 is October 5th. At that time, they told him, "We are going to  
13 have to drop you unless you make out this application, and we  
14 will see what we can do."

15 So, he made it out on October 5th, which was the ninth day.  
16 At that time, he was told verbally, according to our new  
17 referral section of the contract, he was told a repeat of what  
18 happened on the 5th, that they were going to have to hold off on  
19 him until they get an okay or a nay on it.

20 So at this point, they verbally told him, "Don't come back,  
21 we won't call you."

22 After the ninth day, he was not called by name. We called  
23 the hall for casual employees by name, but not including Terry's.

24 Now, on the tenth and eleventh day, they did not have the  
25 full complement that we called for by name, and they sent a  
26 substitution. Terry was a substitution both days, and he was



1 again on 12 days; and the twelfth day was in dispute because he  
2 had come in and punched in on the twelfth day.

3 The letter was sent to the union which also was in  
4 accordance with the new contract.

5 CHAIRMAN WILLIAMS: May I ask one question before it slips  
6 my mind:

7 The union makes the statement that he filled out the  
8 application on the second day. Now you say it was the ninth day.  
9 Is this application in the man's own handwriting, and did he  
10 put the date in?

11 MR. MORENO: Yes. The signature is on the back side.

12 (Mr. Moreno handing Mr. Lopes a document.)

13 CHAIRMAN WILLIAMS: Is the date on there?

14 MR. LOPES: Right.

15 CHAIRMAN WILLIAMS: Is this on 10-5-70?

16 MR. MORENO: Right.

17 CHAIRMAN WILLIAMS: And this was the ninth day, according  
18 to your statement, right?

19 MR. MORENO: Ninth day, right.

20 CHAIRMAN WILLIAMS: I wanted that cleared up.

21 Go ahead and continue.

22 MR. MORENO: Incidentally, I think it was on October 7 --  
23 yes, October 7 -- that was the day you did not work for us, but  
24 evidently you were there with the steward and you were told,  
25 verbally at that time, that you were not to return until this  
26



1 thing was cleared up, which was our verbal commitment. I under-  
2 stand that several stewards were there; who the stewards were,  
3 I don't know.

4 CHAIRMAN WILLIAMS: Anything else?

5 MR. NUNES: I would like to state this: The company says  
6 that the man was never called after the ninth day, and that is  
7 not true. Your supervisor, Smitty, requested him on the eleventh  
8 day, by name; and he was told to do it by another teamster  
9 employee who was there. There may be a little confusion on the  
10 date he actually filled this out, but he told them on the second  
11 and third day that he didn't want to fill out the application  
12 for the reason that he was an ex-con, and on parole, and they  
13 kept insisting; so he did fill it out.

14 In the meantime, the employer kept after him because they  
15 wanted to put him to work.

16 Lopes, if you have anything to add, you better add it now.

17 CHAIRMAN WILLIAMS: Where is the supervisor who is supposed  
18 to have done all this?

19 Is he here?

20 MR. MORENO: No, he is not. I have a written statement  
21 from him.

22 MR. NUNES: Sorenson is the first one, Morehouse is the  
23 second, and a fellow by the name of Smitty is the third one who  
24 requested him by name on the eleventh.

25 MR. MORENO: I have a written statement from Mr. Morehouse.

26 CHAIRMAN WILLIAMS: I would suggest that you read that



1 written statement, because there is a lot of confusion here, at  
2 least as far as I am concerned.

3 MR. MORENO: Mr. Lopes was employed by Sea-Land as a casual  
4 dockworker. On October 5th, he was asked to make out an  
5 application, and again on October 7 he was told by me that his  
6 application was being processed by our office in New Jersey and  
7 that they would not be using him until the application was  
8 returned.

9 He was advised not to come to work with Sea-Land, under any  
10 circumstances, until he personally talked to him or sent him a  
11 letter, which I promised him I would do.

12 "In accordance with our local agreement with Local 70, on  
13 October 8, Mr. Lopes responded to a call for a casual at Sea-Land,  
14 and he also came again on October 9. He was informed on October  
15 9 that he wasn't to come to Sea-Land until he heard from me,  
16 personally. A letter was written on Thursday and mailed to the  
17 union not to send Mr. Lopes to Sea-Land again."

18 MR. HOFFMAN: Can I ask the company a question?

19 CHAIRMAN WILLIAMS: Sure.

20 MR. HOFFMAN: When did you send in his application to your  
21 company in New Jersey, and when did you send his application to  
22 your security guard, or whatever it is, in New Jersey?

23 MR. MORENO: It was run into the security department the same  
24 day it was made out.

25 MR. HOFFMAN: And what day was that?

26 CHAIRMAN WILLIAMS: October 5, 1970.



1 MR. MORENO: It was given to our security department here in  
2 Oakland.

3 CHAIRMAN WILLIAMS: According to the letter he read from  
4 the supervisor, the man was told on October 7, which was two  
5 days after this, that his application was being processed back  
6 in New Jersey or something to that effect.

7 MR. HOFFMAN: When did you hear from the office in New  
8 Jersey?

9 MR. MORENO: We heard from them through our security man,  
10 just a few days later. Due to his felony conviction, they  
11 didn't want him on the payroll.

12 MR. HOFFMAN: When was that?

13 MR. MORENO: I can only say a couple of days later. It was  
14 by phone call, not a letter.

15 CHAIRMAN WILLIAMS: If I had this supervisor here, then  
16 we could have rebuttal. What this guy said was that he did  
17 talk to him and when he tried to get him to fill out an applica-  
18 tion, he told him he didn't want to fill out one, then I think  
19 you have got a case. You don't have any as it stands now, Roy.

20 MR. NUNES: Can we hold this over until they get their  
21 people?

22 CHAIRMAN WILLIAMS: I can't render a fair decision when I  
23 can't hear other than what the driver said about what the  
24 supervisor said, and the supervisor doesn't say a word in his  
25 written statement to the company.

26 Something is crosswise here somewhere. Can you have your



1 supervisors here tomorrow?

2 MR. MORENO: Yes.

3 CHAIRMAN WILLIAMS: If I can get at least one of them, I  
4 can get something.

5 MR. NUNES: Get Sorenson. He is the one involved in most  
6 of this.

7 CHAIRMAN WILLIAMS: If I can get the one involved with  
8 this guy, to try to work it out, that would help. I know we  
9 have a lot of them that try to do that, and sometimes the company  
10 policy is such, and that is the part I don't agree with,  
11 because somebody has got to at least take a chance to see whether  
12 they can be a citizen again. I have those parole officers in  
13 my office all the time, and they want me to do this and they  
14 want me to do that, and I try to take care of them.

15 I never had one go bad that I have taken care of; but I  
16 can't rule here on this and give any type of a fair decision  
17 until I have this man's story verified in some way.

18 If you can get a supervisor in here so that we can verify  
19 it, I think we will have a better understanding.

20 MR. NUNES: Can we get Sorenson?

21 CHAIRMAN WILLIAMS: Personally, I would rather hold it over  
22 until tomorrow to get somebody in here.

23 MR. KIRBY: Will you have them in here tomorrow?

24 MR. MORENO: Yes.

25 MR. NUNES: Actually, Morehouse and Sorenson.

26 MR. MORENO: What is the question you want to ask of



1 Sorenson?

2 MR. NUNES: Just have him here. We will have this fellow  
3 tell his story, and Sorenson can tell his story.

4 We would like to have Sorenson here.

5 CHAIRMAN WILLIAMS: I think we are entitled to both sides  
6 of the conversation, that is what I am thinking.

7 We will hold this case over until tomorrow.

8 (Whereupon, at the hour of 5:45 o'clock p.m., the  
9 proceedings of the Special Joint Council #7 Committee were  
10 recessed, to resume at 9:00 o'clock a.m. on Thursday, November  
11 12, 1970.)

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1 CASE NO. 11-70-5602  
2 (Continued)

NOVEMBER 12, 1970

9:15 A.M.

3 LOCAL 70, OAKLAND, CALIFORNIA and  
4 SEA-LAND

5 SPECIAL JC #7 COMMITTEE

6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman  
8 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

9 APPEARANCES:

10 SOL MORENO, TOM MOREHOUSE and VAN SORENSON appeared on  
11 behalf of the company.

12 ROY NUNES and TERRY LOPES appeared on behalf of Local 70.

13 - - -

14 CHAIRMAN WILLIAMS: We heard this case last night -- or  
15 yesterday evening before we broke up.

16 There seemed to be some varied comments and stories from  
17 both sides, and the employer agreed, after the committee  
18 requested of him to bring you two gentlemen, I thought it was  
19 only one but two is fine, to see if we could get some verification  
20 of some of the conversations that took place here last evening.

21 There was a statement made by the union that this man in  
22 question, on his second day of employment as a casual, was  
23 talked to by one of the supervisors in regards to filling out  
24 an application for employment.

25 At that time, this man stated his record and his problems  
26 with the law and that he didn't really want to fill out an  
application.



1       It seems like on the 5th, or his ninth day, I believe it  
2 was the 5th of the month, according to the application, that  
3 there was one filled out and he was told that you fellows were  
4 going to try to get him on steady, even though he did have this  
5 record of which you mentioned, and in reading the statement from  
6 one of you fellows that was supposed to have been working with  
7 this fellow, it just didn't make any sense to us here. That is  
8 the reason why we asked you to come up here.

9       That brings us up to date as to where we left off, right?

10       MR. HOFFMAN: Yes.

11       CHAIRMAN WILLIAMS: So, Roy, you go ahead and kind of  
12 relate again what the situation is, and then let these fellows  
13 respond.

14       MR. NUNES: Lopes, I want you to go through, from the first  
15 day and the second day, and tell us what was said.

16       Talk up for the court reporter.

17       MR. LOPES: The first day I was dispatched to the Ferry  
18 Street Terminal. That was on Tuesday. The next day I didn't  
19 work, and the second day I was working for Van, for Maritime.

20       MR. NUNES: Who?

21       MR. LOPES: Van Sorenson. He asked me about noon of the  
22 second day, if I'd like to fill out an application, and I told  
23 him, "No, I didn't want to fill out an application."

24       He then asked me again, the same day; and the next day I  
25 told him the reason I didn't want to fill out an application  
26 which was because I got out of the joint three months ago, or at



1 that time it was two months ago. He said he would talk to Mr.  
2 Morehouse about it.

3 Then he came back the next day and I asked him if he talked  
4 to him and he had talked to him out at the coffee wagon.

5 It was a couple of days later that he said that Mr.  
6 Morehouse said it was again the company policy and to tell me  
7 that, but to make sure there was nobody else around when he did  
8 it.

9 So, I said, "Well, what are they going to do, cut me loose  
10 now"; and he said, "No, they are going to let me work for a  
11 while."

12 Then I guess Mr. Morehouse relented, because a few days  
13 later, Van brought me an application and I filled it out and  
14 returned it to him.

15 At the end of the 10 days, Mr. Morehouse said he was going  
16 to send the application back to New Jersey or something, and he  
17 was going to wait until he got word on it before he called me  
18 back; and he also said that I could work maybe 10 days next  
19 month, and maybe a month for a while, if I couldn't get on  
20 steady.

21 I guess it was the same thing I told Van, because he told  
22 me that I could work 10 days next month, too.

23 The next day, my eleventh day, I was requested by Smitty  
24 at Ferry Street, even though Mr. Morehouse said they weren't  
25 going to call me back anymore, and the twelfth day I was dispatch-  
26 ed. At the end of 12 days, they tried to send me home; so I



1 talked to the steward and I called Roy Nunes and he talked to Mr.  
2 Moreno or somebody, because I worked the twelfth day.

3 At the end of the twelfth day, about 10 minutes to 5:00, I  
4 just got off the forklift in front of the Marine Terminal, and  
5 Mr. Morehouse called me to the side and called Van Sorenson over  
6 there, and said, according to the agreement with Local 70, he  
7 is informing me I was unacceptable for employment at Sea-Land,  
8 and he doesn't want me back again, ever.

9 So, I went and told the two stewards, and they went in the  
10 office with me and talked to Mr. Morehouse, and nothing really  
11 came of it because they don't call me back. That was on a Friday,  
12 my twelfth day. They didn't call me back on Monday. They call  
13 four men out of the hall by name, and they said, "Send these  
14 men I called by name, and if they are not there, don't send  
15 anybody."

16 They did this until three or four days, so I couldn't be  
17 dispatched out for the thirteenth day.

18 Mr. Moorehouse said that it was an unfair thing I should have  
19 to continue to pay for something I did five years ago, and he  
20 thought it was an unfair thing and he'd like to get me on if he  
21 could, but he said he was waiting for word from New Jersey.

22 That was the same time he told me if he couldn't get me on,  
23 he'd let me work 10 days a month. That was at the end of the  
24 tenth day.

25 CHAIRMAN WILLIAMS: Are you finished now, Roy?

26 MR. NUNES: Yes.



1 CHAIRMAN WILLIAMS: Do one of you fellows want to lead off  
2 and either deny or substantiate his position?

3 MR. SORENSON: Essentially what he said up to the tenth day  
4 is actually what happened. However, we do have a policy of,  
5 after accepting an application, it has to be sent to our home  
6 office in New Jersey and checked out and so forth; and under the  
7 company policy, we are to wait for the approval before actually  
8 hiring the man. This is why we were waiting or were cutting  
9 Mr. Lopes off at 10 days and waiting for the approval.

10 Now, the reason after this is that we both talked to Mr.  
11 Lopes and explained that this is why we were not able to let him  
12 work any more in that month, and I had the understanding that he  
13 realized what position we were in, or I was in, and would not  
14 push the matter and try to sneak in the next three days.

15 I don't know whether he was called on the eleventh day or  
16 not, because that's a different terminal. I do know I told him  
17 not to come back unless I called him back, and he came back on  
18 the twelfth day without being called, and this is actually the  
19 reason we felt he was unacceptable.

20 If a man can't follow the order, or understand the position  
21 that I am in, then I don't think he would be a good employee.

22 MR. MOREHOUSE: To back up, for a moment, when we went  
23 through negotiations of our contract, we talked about our problem  
24 being the terminal on the West Coast, with our corporate offices  
25 on the East Coast. The consensus of opinion was that we couldn't  
26 get our applications processed for new employees within the 13-



1 day period, that these people would attain seniority, and it was  
2 resolved by Roy Nunes and the other people in the negotiations  
3 that if you had a man you thought would possibly be acceptable  
4 for work, that all you had to do was tell him: We are process-  
5 ing your application and it may be 30 to 60 days, depending  
6 on what the corporate office does, and during that time we do  
7 not want you to come back to work until we have verification of  
8 your application. This was what was acceptable to all.

9 When Mr. Lopes came to work for us, the standard company  
10 policy was to make out an application.

11 He refused.

12 The second day we asked him again, and he said that he had  
13 a job lined up on Friday and there was no sense to make out an  
14 application.

15 The following Monday or Tuesday he said that the job hadn't  
16 worked out, that he didn't like the job he was going to go on,  
17 and we said, "Well, make out an application now."

18 He still refused, and finally on October 5th he made out  
19 the application.

20 On Wednesday, the 7th, I guess it would be, I told Mr.  
21 Lopes of our agreement in the negotiating of the contract, that  
22 in fact I thought he had paid his debt to society, but it was  
23 a company rule to process the application, and that I could do  
24 nothing more until I got verification, one way or the other,  
25 from our corporate office.

26 I told him I would phone him, one way or the other, on the



1 outcome of this application, and in the meantime he was not to  
2 come to work until he heard from me, personally; and he said,  
3 "Okay, fine."

4 The next day, and we have one seniority list but two  
5 terminals, the fellow at the terminal did call for Mr. Lopes,  
6 and he did work that Thursday.

7 The following day we called for casuals, because our work-  
8 load still happened to be heavy, and the named people we asked  
9 for were not available at the hall. At that point, we were  
10 thinking of taking on some new employees. We had seen quite a  
11 few casuals, and Van asked the dispatcher to send us new people;  
12 that is people who had not worked at Sea-Land before.

13 We wanted the best employees in the company, and we wanted  
14 to look at the whole spectrum of the market before we made our  
15 choice.

16 That morning Terry showed up, and I said, "Terry, I told  
17 you that I would call you when your application has been  
18 processed"; and he said, "Well, you didn't call me by name, and  
19 I am here to work."

20 After some discussion and conversation, he was put to work.  
21 I told him that afternoon, and I reiterated the company  
22 policy, I told him at that point that I did not want him to come  
23 back to work, and we had made a gentlemen's agreement. I had  
24 taken quite a bit of time with Terry to tell him what our standard  
25 is, and he refused to abide by that for two days.

26 On this point, Van and I are in agreement.



1 If a man can't do something that is asked of him, and  
2 agrees on it one day and changes his mind the next day, and then  
3 he tries to slip in; and I understand people want to work steady,  
4 and we want steady workers; but I don't think this is the proper  
5 way to get a job for an employee.

6 At that time, I made the decision that Mr. Lopes would not  
7 be a good employee, as far as we at Sea-Land in Oakland was  
8 concerned, because of the actions after this agreement.

9 Then, in the afternoon the steward came in and said, "What  
10 are you doing, on twelve days you have got to give him the  
11 thirteenth day." I told the steward what had happened in our  
12 agreement, and they were in the negotiations with us.

13 There was no comment, and at that time that was the end of  
14 it.

15 CHAIRMAN WILLIAMS: Anything else?

16 MR. NUNES: I would like to rebut on some of the statements  
17 made here.

18 I don't know where Mr. Morehouse gets the opinion that the  
19 local union said it would run a man and knock him off until you  
20 get the application back. You can do this if you work him one  
21 or two days and take his application, but not when you work him  
22 up to 11 days and you are calling him out of the hall by name.

23 Now, you said you sat in on the negotiations, and I am quite  
24 sure that that wasn't said; if you call a man up to 10, 11, 12  
25 days, you are stuck with him. If you continue to hire casual  
26 people out of the hall, you are to get that application within a



1 five-day period. So that the man at that time knows that his  
2 app is in. This isn't the procedure that you carried out.

3 Second, yesterday the company said that the man wasn't  
4 requested by name. Now, here's a supervisor that says this man  
5 was requested by name on the eleventh day, and on the twelfth  
6 day, the company admits they called the hall and the people they  
7 called by name weren't there, and this man was legitimately  
8 sent out from the hiring hall list for that twelfth day.

9 MR. NUNES: Also, Mr. Morehouse, you don't use a man 10 days,  
10 and then you say "because your app. doesn't go through, we will  
11 use you 10 days next month, if he is not good enough to be used  
12 as a casual.

13 His whole application was turned down on the basis that the  
14 man was out of prison and on parole.

15 Now, you cannot use him 10 days one month and 10 days the  
16 next month and not give him seniority.

17 MR. MOREHOUSE: To reiterate my statement, the fellow was  
18 not to be put to work until the application was processed through  
19 our corporate office.

20 MR. NUNES: Fine. But you better do it within --

21 CHAIRMAN WILLIAMS: You got your chance to argue before you  
22 got here, I will do the arguing now.

23 MR. MORENO: May I make a statement?

24 CHAIRMAN WILLIAMS: Sure, if the other man is done. We  
25 don't care who talks.

26 MR. MOREHOUSE: Yes, I am done.



1 MR. MORENO: Okay. This is in the form of an argument, Roy,  
2 that he was asked on the fifth day to make an application and  
3 refused, and it wasn't made out until the 5th of October or the  
4 ninth day. He was asked on the fifth day to make it out, and  
5 he refused.

6 In answer to your number one question -- or your number two  
7 question, I did confirm with Ralph Smith last night that Terry  
8 was called on the eleventh day by name; and this is kind of the  
9 way I look at it, it was a 50-50 mistake. We should have checked  
10 with the other terminal.

11 Smitty was unaware of the fact that he wasn't to be called.  
12 In fact, his name didn't even enter into Smitty's mind the  
13 morning he called Bill at the dispatch office or at the hiring  
14 hall; and when we were on the phone, he called a number of men  
15 by name, they were out.

16 At that time, another Teamster came in and said, "Here is  
17 another man you can use," and it happened to be Terry. Smitty  
18 completely forgot about it, and picked it up and read Terry's  
19 name off, and they did pick him up on the eleventh day.

20 This could be considered a little bit of subterfuge,  
21 because the name originally came from the steward who was trying  
22 to get Terry into here. So, up to the ninth day, we had called  
23 him by name and we felt that, as Tom said, that he had paid  
24 his debt to society and we were trying to get the guy a good  
25 shot and it backfired.

26 CHAIRMAN WILLIAMS: Anything else?



1 MR. MORENO: That's about it.

2 MR. NUNES: Yes, one last final thing.

3 There's a man that you have hired, and this is what is  
4 really eating at my mind; what took so long with Terry Lopes'  
5 application to go back to your home office, yet you hired a man  
6 after him that was actually hired before him. Did this man fill  
7 out an application?

8 Who is the man?

9 MR. LOPES: R. L. Smith. He was in the tenth and eleventh  
10 day, and I was in on the tenth. As a matter of fact, Van said,  
11 "Send R. L. Smith."

12 MR. MOREHOUSE: When was the application made out, Terry?

13 MR. LOPES: A few days before mine.

14 MR. MOREHOUSE: Did he ever work for Sea-Land before?

15 MR. LOPES: Never before.

16 MR. MOREHOUSE: I don't know the situation.

17 MR. MORENO: The application was made out before yours?

18 MR. LOPES: Yes.

19 MR. NUNES: The last and final thing is that the company  
20 knew the man had a record at that point, and if they knew it,  
21 it was the second day.

22 MR. MORENO: Isn't it worth the effort to give the guy a  
23 try, rather than just kick him out of the door?

24 This is the way we feel about it.

25 MR. HOFFMAN: The only thing I am trying to figure out is on  
26 the fifth day when you told him he had to fill out an application



1 and at that time he wouldn't fill it out until October 5th, or  
2 the ninth day, or whatever, why did you re-hire him after the  
3 fifth day when he refused to fill out the application?

4 That part I don't get, especially knowing what his record  
5 was and saying on the second day that he told you what his  
6 problem was?

7 MR. SORENSON: Here's the story that he told me, he said  
8 that he had another job lined up and all he wanted to work was  
9 a few days to fill out the week, and that he had actually had  
10 another job through the union hall lined up at some other company  
11 and that he was to start the next Monday.

12 MR. HOFFMAN: That was on the second day?

13 MR. SORENSON: Yes, this is right off at the beginning.

14 MR. HOFFMAN: And he told you on the second day about the  
15 problem that he had?

16 MR. SORENSON: No. He just told me he had another job  
17 lined up, and all he wanted to do was work a few days.

18 MR. LAWLOR: I think that is the area of conflict. Have  
19 somebody elaborate on that.

20 Mr. Lopes, if I understand what you said, you said that on  
21 the second day you worked, you went to the Maritime Terminal  
22 which is the first time you were at the Maritime Terminal, and  
23 at that point you refused to make out an application, is that it?  
24 You gave him an application and he told you why he wouldn't fill  
25 it out?

26 MR. MOREHOUSE: He refused the first day at Ferry Street



1 with us. We don't know why he refused.

2 MR. LAWLOR: He said he told you why.

3 MR. SORENSON: Not until a few days later.

4 MR. LAWLOR: You don't agree with that?

5 MR. SORENSON: Right.

6 MR. LAWLOR: He worked that day, the following day, and  
7 then came back the following Monday or a few days after that,  
8 and on the fifth day of employment is when you then gave him  
9 another application; and is that when he refused to fill it out  
10 because of his past record?

11 MR. MOREHOUSE: That's correct.

12 MR. LAWLOR: And then he finally filled one out on the  
13 ninth day of employment, which was October 5th?

14 MR. MOREHOUSE: Yes.

15 MR. LAWLOR: Well, you see the whole conflict here is on  
16 the second day when you asked him.

17 I can understand the employer's position when he just  
18 refused and gave no reason at that time, other than the fact  
19 that he thought he had another job and was going to work on  
20 Monday.

21 The next day when he did come back to work for them, he  
22 was asked again to fill it out.

23 Prior to filling it out, is when he had the conversation  
24 with the employer and told him of the problem and the reasons  
25 for not wanting to fill it out. Now, this can be a day or two  
26 in between there.



1        Now, the only reason why I think the employer wouldn't have  
2 anything to go on at all is that they knew their company policy  
3 at that time when he told them what his problem was.

4        I don't know what gave them the idea that maybe they could  
5 get it through; and at that time, when he told them what the  
6 problem was, he should have never worked another day, knowing  
7 your company policy; with the exception of them at least having  
8 some idea that they could secure steady employment through some  
9 other avenue.

10       But off the record, now.

11       (Remarks outside the record.)

12       CHAIRMAN WILLIAMS: Anything else anyone wants to say?

13       Let's excuse the parties.

14       (Executive session.)

15       CHAIRMAN WILLIAMS: This case is settled and withdrawn,  
16 with the understanding that the man involved will work as a  
17 casual on a day-to-day basis, with the understanding that after  
18 three to six months, they will review it and try and work out  
19 steady employment for the man.

20       MR. KIRBY: Second.

21       CHAIRMAN WILLIAMS: The motion is carried.

22       (Whereupon, the parties returned to the hearing room, and  
23 the motion was read by the reporter.)

24       (The fee is split between the parties.)

25       - - -

26



1 CASE NO. 11-70-5653

NOVEMBER 12, 1970

10:21 A.M.

2 LOCAL 85, SAN FRANCISCO, CALIFORNIA and

3 PACIFIC MOTOR TRUCKING.

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 Sergeant-at-Arms: ROY NUNES

9 APPEARANCES:

10 RICHARD BROWN and RICHARD MENZIES appeared on behalf of  
the employer.

11 TOM ANDRATE, DAN FLANAGAN and BOB ORTIZ appeared on behalf  
of Local 85.

12 - - -

13 MR. ANDRATE: Which one is that?

14 CHAIRMAN WILLIAMS: You have got two of them.

15 MR. HOFFMAN: Employees on the 4:00 to 12:00 and 12:00 to  
16 8:00 a.m. shifts were being paid at a one and one-half rate.

17 MR. ANDRATE: Gentlemen, PMT, for the last ten years that I  
18 know of, have paid their swing shift and their graveyard shift  
19 at time and one-half for their hostlers to spot against houses  
20 such as Acme, Western Cartage and so forth.

21 The way it was broken down is, this was agreed between  
22 George Helwick and myself, who is still employed by the company;  
23 however, he is not in this area anymore, and he is across the Bay.

24 On the delivery of vans to M.S.A., Western Cartage, Acme,  
25 et cetera, on three vans, one man received time and one-half;  
26 four vans, two men received time and one-half; seven vans or more,



1 three men received time and one-half.

2 This method is used on both shifts, the 4:00 p.m. to Midnight  
3 shift and the Midnight to 8:00 a.m. shift.

4 The company took the position that since the agreement  
5 came into effect where we have bidding that they are only going  
6 to pay one man, regardless of how many vans he has got to pull.  
7 They want to turn around at their own discretion, for instance  
8 if they have eight vans and need another man, they want to  
9 turn around and put that man on; where before, this was agreed  
10 between the company and hostlers that were working on these two  
11 particular shifts that if there was, as I just stated and I  
12 don't want to repeat myself --

13 CHAIRMAN WILLIAMS: Let me see if I understand this, on  
14 four vans, one man gets time and one-half if he moved four  
15 vans. If you have got the fourth one, the other man gets time  
16 and one half and then you can move up to seven; and then if you  
17 move more, then the third man gets time and one-half, is that  
18 what you are saying?

19 MR. ANDRATE: That is correct.

20 Now, they are still paying the time and a half, but what  
21 they are doing now is paying the time and a half to one man,  
22 regardless of whether he moves one van or whether he moves ten  
23 vans in that eight-hour shift.

24 Now, I don't know, gentlemen, whether this is Maintenance of  
25 Standards or Past Practice or whether it is in another article  
26



1 in our agreement. Anything that guy gets over and above the  
2 contract, you can no longer take it away from him.

3 So, this is, in essence, the way that it is broken down,  
4 and this is, in essence, our case.

5 MR. HOFFMAN: How long have they been doing that?

6 MR. ANDRATE: To my knowledge, Fred, for the last ten years.  
7 Up until the time the agreement -- well, up to the time the agree-  
8 ment came into effect. They didn't stop it right there, and  
9 then, they stopped it when the barn went up to bid, when the  
10 bid became valid; then they turned around and stopped it.

11 MR. LAWLOR: Can I ask a question?

12 Tom, when you have four vans, which would qualify two  
13 people, did they use two people to do the work?

14 MR. ANDRATE: It didn't make any difference. The reason  
15 why they done this is because at that time, more so than now,  
16 they have quite a bit of pig traffic.

17 What they wanted to do was get the pig to Charlie Lawlor  
18 and San Francisco before 8:00 o'clock, so they turned around  
19 and they set this thing up with the union.

20 CHAIRMAN WILLIAMS: All right. Can we hear from the  
21 employer?

22 MR. MENZIES: I would like to read this first of all:

23 It has been a practice at PMT, as Tom stated, before the  
24 effective date of the new contract to pay swing shift and  
25 midnight shift hostlers' time and a half for the spotting of  
26 trailers consigned to freight foward companies. The practice was



1 that the first three trailers spotted would constitute one  
2 hostler being paid at the time and a half rate.

3 If a fourth trailer was spotted, a second hostler was paid  
4 the time and a half rate.

5 If a seventh trailer was to be spotted, a third hostler  
6 would receive time and a half.

7 Now, we only had three people working at that time, and  
8 of course, in most cases, they would all be on time and a half,  
9 because we have enough trailers with spotting, anywhere from  
10 10 to 30 trailers a night during this time.

11 However, if they didn't spot any trailers, or there was  
12 nothing on the train, they would be paid at their normal rate,  
13 plus 10 percent.

14 They did not put in for time and a half unless they so  
15 spotted a trailer.

16 CHAIRMAN WILLIAMS: In other words, if there was no trailers  
17 to spot, the people just worked and received the 10 percent  
18 differential?

19 MR. MENZIES: Correct.

20 This practice has been stopped since the new contract came  
21 into effect.

22 We are now paying one man on either shift to spot freight  
23 forwarders, regardless of how many trailers.

24 However, on Sunday night, we have made, or we have agreed  
25 to use two men, because it usually is a very heavy night, and  
26 there are anywhere from 10 to 15 to 20 trailers on that night,



1 only.

2 We feel it is a past practice, because of the new contract  
3 being null and void.

4 Article 60-Past Practices of the Joint Council 7 Local Pickup  
5 and Delivery Supplement which states: "Within 60 days of the  
6 issuance of this supplemental agreement to the effected unions  
7 and employers, all past practice mutually agreed to shall be  
8 reduced to writing and signed by said employer and local union.  
9 Failure of the parties to comply with this requirement shall  
10 resulted in the alleged practices becoming null and void. Any  
11 and all existing written agreements will be subject to renewal  
12 approval in writing by both parties within this 60-day period."

13 I would like to say also that these freight forwarders  
14 are within five minutes of our terminal, all of them. One man  
15 can easily do the job in a half hour, and he can spot 10 trailers  
16 without any trouble at all.

17 It is an added expense, and unnecessary, and the contract  
18 in my opinion states so.

19 MR. BROWN: I might further state that when this practice  
20 was going on, we would average anywhere from 30 to 40 to 50  
21 trailers, but planned forward. Now we are averaging anywhere  
22 from 4 to 12 trailers a night, except on Sunday night where we  
23 may get 30 trailers.

24 But, our business has dropped off better than 70 to 75  
25 percent on that particular shift.

26 CHAIRMAN WILLIAMS: Did I understand this gentleman here



1 to say that you are still paying one man?

2 MR. MENZIES: We are paying the man if -- yes.

3 CHAIRMAN WILLIAMS: I will take that into consideration  
4 because of your previous statement; but on Sunday night, which  
5 you say is your heaviest, you agree to pay two?

6 MR. MENZIES: We are paying two, yes.

7 CHAIRMAN WILLIAMS: But, you were paying three or whatever  
8 it was, but under this new arrangement you said it was set up  
9 based upon your Article 60, and you are still agreeing to pay  
10 one every night when he does it?

11 MR. MENZIES: Yes, when he does it.

12 CHAIRMAN WILLIAMS: But on Sunday night you are going to  
13 pay two time and a half when they do it?

14 MR. MENZIES: Yes.

15 MR. KIRBY: In other words, you are going by the contract?

16 MR. MENZIES: Right.

17 MR. KIRBY: Have you reduced any practices to the union  
18 into writing?

19 MR. BROWN: No.

20 MR. KIRBY: Have there been any reasons to you to reduce  
21 it to writing?

22 MR. BROWN: No.

23 MR. LAWLOR: So you haven't refused to?

24 MR. MENZIES: No.

25 MR. LAWLOR: How many men did you have when running these  
26 40 or 50 trailers? You mentioned you usually only had three men



1 in this crew. How many men were being paid time and a half at  
2 the maximum?

3 MR. BROWN: Three.

4 MR. LAWLOR: This didn't go 3, 4, 7 or 10, and three men  
5 were the maximum men you paid if those three men were able to  
6 spot?

7 MR. BROWN: If we had 20 trailers, we still paid three men.

8 CHAIRMAN WILLIAMS: Tom, do you want to talk?

9 MR. ANDRATE: First of all, I would like to straighten out  
10 some of the statements made here by the employer, that one man  
11 always got the time and a half. That was his job. He didn't  
12 have to pull doubles or he didn't have to pull to the house. He  
13 was on time and a half. This was his job, period. This is why  
14 it was set up. They had one man on time and a half. If they  
15 had three trailers, the fourth one became the second man,  
16 because they wanted to get it to the customer.

17 Secondly, let me say to the panel here that the union has  
18 filed a petition for Past Practice with the company, Local 85  
19 has. You must understand that we have two business agents  
20 directly covering PMT. That is the one man in San Jose and the  
21 one man up here in San Francisco. There are three men up here  
22 now that we have one seniority list for the two terminals.

23 The Past Practice was turned around and signed, or was  
24 applied for, by Mr. Baker, who is a business agent of Local 85.  
25 What held up the Past Practice in this came out that we hadn't  
26 signed, and this was due to the fact that the mechanics of the



1 bid were so fouled up that both the union and the company waived  
2 the 30 days or the 90 days on the Past Practice.

3 MR. LAWLOR: 60 days.

4 MR. ANDRATE: Like I said, one man always got paid time  
5 and a half. This is something, gentlemen, that the company  
6 suggested to the union to get their work out.

7 Yet, today, right this morning, and I have got a shop  
8 steward, Mr. Ortiz, who will say that the company is still doing  
9 this, only in the reverse. Let me show you how they are doing  
10 it.

11 Roy Williams is top man. He gets time and a half. He is  
12 on time and a half. I am number two, so I put in a claim for  
13 time and a half. They refuse my time and a half; and then  
14 tomorrow night I turn around and I get paid the time and a half.

15 Mr. Roy Williams puts in, because he is the top man, he  
16 puts in for time and a half, and they turn down his claim.  
17 In other words, the company is saying today: I don't care how you  
18 do it, but I am only going to pay one man tonight. If you  
19 people want to divide it amongst yourselves, it is perfectly  
20 all right with us as long as we get the work out.

21 This is the reason why we did agree to this document with  
22 Mr. Helwick and PMT, and the union.

23 Am I right or wrong, Bob?

24 MR. ORTIZ: You are right, Tom.

25 MR. ANDRATE: So, maybe I don't know anything about this  
26 business --



1 MR. LAWLOR: Could I see that agreement you are talking  
2 about? You don't have the copy of the agreement Mr. Baker made  
3 to renew this?

4 MR. BROWN: I don't think Mr. Baker ever attempted to renew  
5 it.

6 MR. KIRBY: Is Mr. Brown your Terminal Manager?

7 MR. BROWN: Yes.

8 MR. KIRBY: Have you ever been presented with any document?

9 MR. BROWN: No.

10 CHAIRMAN WILLIAMS: Maybe I misunderstood you, but did you  
11 bid the way they were trying to get them arranged, the 60 days  
12 or 30 days or whatever Tom said, which was waived by agreement  
13 with both parties, until they could get this straightened out?

14 MR. BROWN: Yes, that is right, at one of our monthly  
15 meetings.

16 CHAIRMAN WILLIAMS: But you have no objection now of sitting  
17 down, after he has submitted to you the Past Practice, to talk  
18 about it with the union, do you?

19 MR. BROWN: No.

20 CHAIRMAN WILLIAMS: Since you both agreed to waive the 60  
21 days, is what I am saying, you are still open to discuss the  
22 Maintenance of Standards or Past Practice with the union on  
23 submission of these past practices by the union, is that right?

24 MR. MENZIES: That's correct.

25 CHAIRMAN WILLIAMS: That's what I was trying to get out,  
26 because I didn't want to use the flat 60 days. No one had



1 complained since there was a mutual agreement and you were still  
2 open for discussion.

3 Anything else?

4 MR. MENZIES: Yes. I would like to say this, and Tom stated  
5 about rotating the time and a half, I have had these drivers in  
6 and talked to them and they have agreed to do this. We don't  
7 care if they want to rotate the time and a half; or the man that  
8 goes out that night is maybe the top man, then the next night  
9 the second man, if there is work or if there are trailers to be  
10 spotted; but if there are none, nobody will get time and a half.  
11 But, if there are 10 trailers, one man will spot 10 trailers.

12 MR. LAWLOR: Did you bid this job?

13 MR. BROWN: The 4:00 to Midnight and the ramp job, yes.

14 MR. LAWLOR: At time and a half, or did you have a specific  
15 category?

16 MR. BROWN: No.

17 CHAIRMAN WILLIAMS: I want to ask the employer one question  
18 off the record.

19 (Remarks outside the record.)

20 MR. ANDRATE: Your bids at PMT have not been concluded to  
21 the satisfaction of everyone involved, the company as well as  
22 the union.

23 In fact, right now, the union and the employer are trying  
24 to turn around and see if we can find some sort of a way,  
25 together, to eliminate the bid completely. This would be both  
26 satisfactory to the union and the employer. You asked a question,



1 and this is the only way I can answer it.

2 CHAIRMAN WILLIAMS: In other words, what you are saying,  
3 Tom, is that if you two can mutually agree at the terminal you  
4 represent that this can be handled without using the bidding  
5 procedure under the contract, this is what you are exploring,  
6 is that right?

7 MR. ANDRATE: Yes.

8 CHAIRMAN WILLIAMS: I assume if such an agreement is reached,  
9 it will be in writing, so that we know what we are talking about.

10 MR. ANDRATE: In fact, Roy, this would be a rider between  
11 the union and the employer, and it would have to go to the  
12 Western Conference, wouldn't it?

13 CHAIRMAN WILLIAMS: Sure. You can call it a rider if we  
14 have an understanding on working out the so-called Past Practice  
15 and so forth. It can be incorporated in that document, then  
16 it becomes a part of the agreement for that company only.

17 All right. I think we have heard enough.

18 MR. ANDRATE: Roy, please, if I may -- then I will go.

19 I want to clear up a question that was asked Mr. Menzies,  
20 and he answered in the affirmative on one part and turned  
21 around and jumped off the deep blue end on the other part; and  
22 he is saying the same thing that I said here.

23 Now, they have got one person out there that is the time and  
24 a half man. If the guy has got ten vans, or whatever it is,  
25 and I turn around and I help him that particular night, I don't  
26 get paid because the employer has not told me to help him, but



1 they are all hostlers, see?

2 Now, changing the other thing where tomorrow I will get it  
3 and the other guy won't get that, they don't care how we do it  
4 as long as they get their vans out. That is what this is  
5 supposed to be.

6 MR. BROWN: Going back to this piece of paper, I think when  
7 this was made up, and you said it was made up by George Helwick  
8 and Tom Andrate, and I would like to repeat that when our ramp  
9 was working the Midnight to 8:00 crew, we were handling 75 to  
10 100 trailers.

11 Today, we don't have a 4:00 to Midnight crew. On the  
12 Midnight crew, we are lucky if we have 8 to 10 trailers at night,  
13 including the Plan II trailers coming in. In the old days,  
14 this used to be a good thing because we had so many trailers to  
15 handle, including the Plan II's that we had to use maybe three  
16 guys to do this; but today, with 8 or 10 trailers, we don't  
17 need three people to spot trailers because we don't have the  
18 Plan II's.

19 In fact, they are only working a maximum of three hours a  
20 night, three people on the ramp.

21 CHAIRMAN WILLIAMS: Anything else?

22 Excuse the parties.

23 (Executive session.)

24 CHAIRMAN WILLIAMS: The claim of the union is denied, and  
25 it is recommended by the committee that the parties, immediately  
26 or as soon as possible, sit down and reduce into writing their



1 Past Practice in compliance with the current contract.

2 MR. KIRBY: Second.

3 CHAIRMAN WILLIAMS: All those in favor, signify by saying  
4 "Aye."

5 Those opposed?

6 The motion is carried.

7 (Whereupon, the parties returned to the hearing room, and  
8 the motion was read by Chairman Williams.)

9 (The union will pay the fee.)

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1 CASE NO. 11-70-5654

NOVEMBER 12, 1970

10:50 A.M.

2 LOCAL 85, SAN FRANCISCO, CALIFORNIA and

3 PACIFIC MOTOR TRUCKING

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

7 Sergeant-at-Arms: ROY NUNES

8 APPEARANCES:

9 RICHARD MENZIES and RICHARD BROWN appeared on behalf of  
10 the employer.

11 TOM ANDRATE, DAN FLANAGAN and BOB ORTIZ appeared on behalf  
of Local 85.

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13 MR. ANDRATE: We had a case go before the Joint Council 7  
14 on the 15-minute coffee break. The employer was paying these  
15 people time and a half as overtime, that is a half an hour over-  
16 time at time and one-half. The decision that was made in the  
17 Joint Council 7 hearing was that the employer must continue  
18 paying these three people as they had in the past.

19 The company was paying them.

20 Then, everybody turned around and started to say: Well, I  
21 used to get it and I also want to get it; so the company  
22 turned around and stopped everybody from getting paid the half  
23 hour at time and one-half.

24 This is a document from the fellows that claimed they were  
25 getting it at the pig ramp, and so on.

26 I don't know whether we are going to be able to get it for



1 these fellows or not.

2 The first filing, if I recollect correctly, was filed on  
3 behalf of three individuals, and that decision was made that  
4 the company continue paying these three people.

5 I say that the company didn't have any right to turn around  
6 and stop these three people from getting paid, just because 15  
7 other guys now put in the claim for the same thing.

8 In essence, Bob, this is what it is, isn't it?

9 MR. ORTIZ: It was two men who were getting it on the  
10 swing shift. They worked on the coffee break to get the vans  
11 on the road or hooked up or what-have-you; so rather than take  
12 their coffee break, they would work through the coffee break  
13 and after 12:00, they would put down a half hour lunch. The  
14 company agreed to this for the two people. Now, more people  
15 were added to the swing shift, and they also put a claim in for  
16 the half hour, which the company denied.

17 CHAIRMAN WILLIAMS: Are you the steward?

18 MR. ORTIZ: Yes.

19 CHAIRMAN WILLIAMS: Off the record for just a moment.

20 (Remarks outside the record.)

21 CHAIRMAN WILLIAMS: Let the employer present his case.

22 MR. MENZIES: The two people we are talking about was on the  
23 case heard by the Joint Council 7 in Case No. 5425. This was on  
24 4-16-70.

25 The decision was if Hanson and Pryor, the two named people,  
26 worked until 12:00 Midnight, they shall be paid eight hours straight



1 time at the one and one-half hour overtime rate of pay.

2 That is for two people.

3 Since that time, we have bid every job at the terminal.  
4 The job descriptions were on each bid; so that we feel as long  
5 as they have bid two different jobs and have a description of  
6 that job, whatever job they had before, it wouldn't apply.

7 It is also a fact that these other people, since the bidding  
8 and since we added new hostlers on the shift, they have also  
9 been putting in claims for no coffee break; however, they have  
10 been taking their coffee break, in fact everybody has, and we  
11 feel that because of the new bidding and the past practice--

12 CHAIRMAN WILLIAMS: Are the two people that the Joint  
13 Council awarded this half hour to, are they still employed?

14 MR. BROWN: Only one is at our terminal; the other is at  
15 Redwood City.

16 CHAIRMAN WILLIAMS: Is that also your terminal?

17 MR. BROWN: Ready Polaris.

18 MR. HOFFMAN: You have one seniority list?

19 MR. BROWN: Yes.

20 CHAIRMAN WILLIAMS: I thought we were talking about two.

21 MR. MENZIES: In Article 47, Section 1, it states: "All  
22 employees shall be allowed to take a coffee break during the  
23 first half of any shift and a coffee break during the second  
24 half of any shift. House rules regarding the time for such  
25 breaks shall be mutually agreed upon between the employer and  
26 the secretary or other fulltime employees of the union.



1 For example, in a day shift operation, the coffee break shall  
2 be taken approximately midway in the first and second half of  
3 the shift."

4 I would like to say again that it says here, "shall be taken".

5 MR. LAWLOR: Would either of these three people have had  
6 enough whiskers for the job before?

7 MR. MENZIES: No.

8 One of them would not.

9 MR. LAWLOR: Which one?

10 MR. MENZIES: Pryor would.

11 MR. KIRBY: He is still on the job?

12 MR. MENZIES: He bid back onto the hostling job on the swing  
13 shift.

14 MR. LAWLOR: Hanson would not have the whiskers?

15 MR. ANDRATE: He would still have the same hour bid.

16 MR. KIRBY: He has the same hour bid, but at a different  
17 terminal.

18 MR. BROWN: The 4:00 to Midnight hostler at Redwood City,  
19 for years, has taken a coffee break.

20 CHAIRMAN WILLIAMS: We are not quarrelling about people  
21 taking their coffee break. They shall take their coffee break  
22 and you certainly don't dock them when they take it; but we are  
23 only talking about here, a previous decision reached, and we  
24 have to determine whether the jobs now being bid would warrant  
25 you to take away that half hour.

26 That is what this committee has to do. We are not quarrelling



1 about the coffee break.

2 MR. KIRBY: The men were still on the shift they had prior  
3 to this?

4 MR. MENZIES: The same shift, but one was in Redwood City.

5 CHAIRMAN WILLIAMS: Excuse the parties.

6 (Executive session.)

7 MR. KIRBY: I move, Mr. Chairman, that the decision in  
8 Joint Council 7 in Case No. LD 5425 still stands, and the claim  
9 for all other personnel is denied.

10 MR. HOFFMAN: Second.

11 CHAIRMAN WILLIAMS: All those in favor, signify by saying  
12 "Aye."

13 Those opposed?

14 The motion is carried.

15 (Whereupon, the parties returned to the hearing room and  
16 the motion was read by Chairman Williams.)

17 (The fee is paid by the company.)

18 (Whereupon, at the hour of 11:06 o'clock a.m., the  
19 proceedings of the Special Joint Council #7 Committee were  
20 concluded.)

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